

AGENDA GARDNER CITY COUNCIL

City Hall – 120 East Main Street -- Gardner, Kansas Monday, February 7, 2022, 7:00 p.m.

*If you wish to provide written public comment regarding any items below by email, please provide them by noon on February 7, 2022 to cityclerk@gardnerkansas.gov. The meeting will be open to the public *

*Watch this meeting live on the City's YouTube channel at https://www.youtube.com/user/CityofGardnerKS *

CALL TO ORDER

PLEDGE OF ALLEGIANCE

PRESENTATIONS

PUBLIC HEARINGS

PUBLIC COMMENTS

Members of the public are welcome to use this time to make comments about City matters or items on the agenda that are not part of a public hearing

CONSENT AGENDA

- 1. Standing approval of the minutes as written for the regular meeting on January 18, 2022
- 2. Standing approval of City expenditures prepared January 14, 2022 in the amount of \$551,692.92; and January 21, 2022 in the amount of \$1,335,599.12; and January 28, 2022 in the amount of \$425,138.28
- 3. Consider authorizing the purchase of electric materials for New Trails Parkway
- 4. Consider authorizing the purchase of a Pipeline Observation System Management (POSM) server from POSM Software, LLC
- 5. Consider reappointments to the Airport Advisory Board
- 6. Consider reappointments to the Public Works and Accessibility Advisory Committee
- 7. Consider approving the issuance of a Cereal Malt Beverage (CMB) license for the remainder of calendar year 2022
- 8. Consider authorizing an addendum to a contract with BHC Rhodes to complete the Technical Specifications update

PLANNING & ZONING CONSENT AGENDA

1. Consider accepting dedication of right-of-way and easements on the final plat for Symphony Farms VI

COMMITTEE RECOMMENDATIONS

OLD BUSINESS

NEW BUSINESS

1. Consider authorizing the execution of an agreement to perform a Gas Turbine Controls system upgrade

COUNCIL UPDATES – Oral presentation unless otherwise noted

EXECUTIVE SESSION

- 1. Consider entering into executive session to discuss personnel matters of non-elected personnel relating to the City Administrator's annual performance review
- Consider entering into executive session to discuss matters of attorney-client privilege relating to a development agreement

ADJOURNMENT



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The City Council of the City of Gardner, Kansas met in regular session on January 18, 2022, at 7:00 p.m. in the Council Chambers at Gardner City Hall, 120 East Main Street, Gardner, Kansas, with Mayor Todd Winters presiding. Present were Councilmembers Mark Baldwin, Steve Shute, Kacy Deaton, Tory Roberts, and Erik Van Potter. City staff present were Deputy City Administrator Amy Nasta; Finance Director Matthew Wolff; Police Chief James Belcher; Utilities Director Gonz Garcia; Parks Director Jason Bruce; Public Works Director Kellen Headlee; Attorney Spencer Low; and City Clerk Sharon Rose. Others present included those listed on the sign-in sheet and others who did not sign in.

CALL TO ORDER

There being a quorum of Councilmembers present, Mayor Winters called the meeting to order at 7:00 p.m.

PLEDGE OF ALLEGIANCE

Mayor Winters led those present in the Pledge of Allegiance.

PRESENTATIONS

1. Gardner Land Bank Annual Report

Finance Director Matt Wolff said the land bank is required to provide an annual report to the Governing Body accounting for all receipts, disbursements, and property transactions. The land bank currently has no properties and there were no property transactions last year. The land bank received \$5,000 in initial funding from the General Fund in 2019. The Land Bank Fund earned \$47.21 in interest on idle funds in 2020 and \$4.72 in 2021. As of January 18, 2022, no funds have been spent. The land bank's financial records will be audited as part of the City's 2021 audit.

PUBLIC HEARINGS

1. Hold a public hearing to receive public comment on the results of the New Trails Multifamily, LLC (Treadway Apartments) Cost Benefit Analysis and granting of exemption from ad valorem taxes

Councilmember Shute made a motion to open a public hearing to receive public comment on the results of the New Trails Multifamily, LLC (Treadway Apartments) Cost Benefit Analysis and granting of exemption from ad valorem taxes.

Councilmember Deaton Seconded.

With all of the Councilmembers voting in favor of the motion, the motion carried.

Mayor Winters read into record a written public comment from Adrianna Meder, 32604 W. 171st Ct.:

Good evening. I am submitting public comment via email regarding New Business item #1 on the published agenda for the January 18th, 2022 Gardner City Council meeting. In the spirit of transparency, can a detailed discussion occur between staff and members of council to outline the specific benefits the tax paying Gardner citizen will receive if this resolution is adopted and passed? From my view of the numbers provided in the staff report published on the City's website, the ROI is negligible at best to citizens. Perhaps there are other numbers that staff will be sharing that was not a part of the published agenda on the City's website. To quote New Business Item #1 Agenda Item for specific reference herein: "Consider adopting a resolution determining the intent of the city to issue Industrial Revenue Bonds to pay the cost of acquiring the project site and constructing and equipping a multifamily apartment project". To quote New Business Item #1 Suggested Motion for specific reference herein: "Adopt Resolution No. 2099, a resolution declaring the intent of the City of Gardner, Kansas, to issue Industrial Revenue Bonds (taxable under federal law) in the principal amount not to exceed \$48,000,000 for the purpose of financing the acquisition, construction, and equipping of a multifamily apartment project within the city (New Trails Multifamily)". Some insight as to why the project is requested to be fully funded by city issued Industrial Revenue Bonds for multifamily residential development? Why are we seeing no movement on the much promised and anticipated commercial development? Look forward to the answers to questions that might be on other Gardner citizens' minds, yet they may be too afraid to ask the tough questions of our city leaders."

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Bond Counsel Tyler Ellsworth suggested keeping the hearing open for staff comments. Following that, Mr. Ellsworth will present the results of the cost benefit analysis.

Finance director Matt Wolff said this is a proposed multi-family project for 288 units on 25 acres. It's one component of a larger mixed-use development known as the Grata Project. The developer has requested \$48 Million in Industrial Revenue Bonds (IRBs) to be issued for acquiring the project site, constructing and equipping a multi-family apartment project. They are also requesting a sales tax exemption on construction materials and a property tax abatement of 75% for 10 years. This is a green field currently. The city will be adding to the housing stock, population and tax base.

Mr. Ellsworth continued, stating that the IRBs are not a debt to the city. They aren't paid from taxes of any kind. They are a financing structure that allows the developer the benefit of sales tax savings and property tax abatement. The city is not borrowing \$48 Million in debt. Kansas law requires the city to conduct a public hearing and have a cost-benefit analysis (CBA) prepared when property tax abatement is requested. The CBA looks at the ratio of the benefits of the project that are projected against the expected costs of the project. A ratio of 1.3 to 1 benefits to costs is considered a baseline. For each of the taxing jurisdictions, including the city, Johnson County, the school district, the fire district and the state, the benefits to costs ratio exceeds the 1.3:1 benchmark.

Councilmember Deaton made a motion to close the public hearing.

Councilmember Baldwin Seconded.

With all of the Councilmembers voting in favor of the motion, the motion carried.

PUBLIC COMMENTS

Dennis Watson, 670 S. Mulberry, congratulated the mayor and council members on their elections, and Mr. Van Potter on his appointment. He commended the rest of the council and city staff for the good job they do. He stated he is part of a prayer group that will continue to pray for the benefit of the city and council.

CONSENT AGENDA

- 1. Standing approval of the minutes as written for the regular meeting on January 3, 2022
- 2. Standing approval of City expenditures prepared December 30, 2021 in the amount of \$579,206.20; December 30, 2021 in the amount of \$1,666.28; and January 7, 2022 in the amount of \$801,090.18
- 3. Consider authorizing the purchase of four (4) Ford Police Interceptor Sport Utility Vehicles from Shawnee Mission Ford
- 4. Consider authorizing the Vacation and Release of a Sanitary Sewer Easement in University Park Addition No. 2

Councilmember Deaton made a motion to approve the Consent Agenda.

Councilmember Shute Seconded.

With all of the Councilmembers voting in favor of the motion, the motion carried.

PLANNING & ZONING CONSENT AGENDA COMMITTEE RECOMMENDATIONS

OLD BUSINESS

1. Consider adopting an ordinance approving a franchise agreement with Evergy Metro, Inc.

Attorney Spencer Low said the city needs to renew their agreements every few years. He worked with Evergy for the past year to update this. It doesn't serve a big portion of the city, so there isn't a city-wide impact. The basics

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have not changed, but they did change the franchise fee from 5% down to 3% to be consistent with the city's other franchise agreements.

Councilmember Van Potter asked if there is anything that will cause a substantial increase in energy rates. Attorney Low said there are no terms that would do that.

Mayor Winters noted it is a 20-year agreement and asked if that's standard. Attorney Low confirmed that is the standard length.

Councilmember Van Potter made a motion to adopt an ordinance granting Evergy Metro, Inc., an electric franchise to construct, maintain and operate all facilities necessary or proper for supplying consumers with electric energy, granting the right to use the right-of-way for said purpose, and prescribing the terms of and relating to such franchise.

Councilmember Deaton Seconded.

With all of the Councilmembers voting in favor of the motion, the Ordinance passed and was assigned Ordinance number 2723.

Deaton: Yes
Roberts: Yes
Shute: Yes
Van Potter: Yes
Baldwin: Yes

NEW BUSINESS

Consider adopting a resolution determining the intent of the city to issue Industrial Revenue Bonds to
pay the cost of acquiring the project site and constructing and equipping a multifamily apartment
project

Finance Director Matt Wolff said this is the follow up to the public hearing. Staff recommend they adopt the resolution determining the intent for the city to issue industrial revenue bonds to pay the cost of acquiring the project site, constructing and equipping a multi-family apartment project within the city and to grant a property tax exemption and authorize the form of a PILOT agreement for the New Trails Multifamily Project, also known as Treadway Apartments or Grata.

Councilmember Deaton made a motion to adopt a resolution declaring the intent of the City of Gardner, Kansas, to issue Industrial Revenue Bonds (taxable under federal law) in the principal amount not to exceed \$48,000,000 for the purpose of financing the acquisition, construction, and equipping of a multifamily apartment project within the city (New Trails Multifamily).

Councilmember Shute Seconded.

With all of the Councilmembers voting in favor of the motion, the Resolution passed and was assigned Resolution number 2099.

Roberts: Yes
Shute: Yes
Van Potter: Yes
Baldwin: Yes
Deaton: Yes

2. Consider adopting a resolution approving the execution and delivery of an agreement to release and assign the city's opioid claims to the Kansas Attorney General and certifying costs attributable to substance abuse and addiction mitigation in excess of \$500

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Attorney Spencer Low said there is a national class-action lawsuit against manufacturers marketing with opioid production and prescription. AS part of the class action, states are looking into ensuring there's enough money to come in to the state and distribute. Kansas passed a bill directing municipalities to attest whether they spent at least \$500 in combatting the opioid epidemic. This resolution does that and would go to the state for information to pass on to the class action team. There is no money yet, and they don't know how much the cities would get. Cities need to say they've spent at least \$500. That number has been surpassed with narcan officers carry, training, treating those suffering an overdose.

Councilmember Deaton asked if this class action is outside of the MDL formed in Ohio. Attorney Low wasn't familiar with the Ohio case. Deaton asked if the resolution was the city joining the class action, or indicating the city would be eligible. Low said it's an eligibility issue. The state would handle the class action and dividing the money between state municipalities. The city won't be directly involved in litigation. Deaton asked if it is just the state of Kansas or is it a larger class action. Low said it's a nationwide class action.

Councilmember Shute asked how many states are on this class action. Chief Belcher said 18. Shute asked Belcher what the police department has experienced. Belcher said it's not bad here, but is affecting the metro area and other agencies in the county. Most of the city's costs are associated with training and PPE.

Councilmember Shute made a motion to adopt a resolution of the City of Gardner, Kansas, approving the execution and delivery of an agreement to release and assign the city's opioid claims to the Kansas Attorney General and certifying costs attributable to substance abuse and addiction mitigation in excess of \$500.

Councilmember Deaton Seconded.

With all of the Councilmembers voting in favor of the motion, the Resolution passed and was assigned Resolution number 2100.

Shute: Yes
Van Potter: Yes
Baldwin: Yes
Deaton: Yes
Roberts: Yes

3. Consider appointing Amy Nasta as Deputy City Clerk for the City of Gardner and administer the Oath of Office

Mayor Todd Winters said this is a housekeeping item. This will provide back up in case the city clerk is out. This will not impact finances in any way; it is a title only.

Councilmember Deaton asked if this will be added to the Deputy City Administrator job description. Deputy Administrator Nasta said it could be added, but under state statute, the appointment would still need to come before council.

Councilmember Shute made a motion to appoint Amy Nasta as City of Gardner Deputy City Clerk, effective January 18, 2022, and direct the City Clerk to administer the Oath of Office

Councilmember Deaton Seconded.

With all of the Councilmembers voting in favor of the motion, the motion carried.

City Clerk Rose administered the Oath of Office to Amy Nasta.

COUNCIL UPDATES

Director Headlee provided an update on the US 56 project. KDOT held a preconstruction meeting this morning. They plan to start mid-February, completion date mid-November. Staff is expecting more details on phasing next

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week. It was requested that the city have a public information meeting for residents. Once that's scheduled, staff will share information. Mayor Winters asked if everything goes well with weather, could the November completion date be moved up. Headlee said it will probably run the full time limit. Councilmember Shute asked about air show traffic and if the project is moving west to east. Headlee doesn't have that plan yet, but will make sure air show traffic is specifically addressed.

Councilmember Roberts said there is an opening on the Planning Commission. Now that council is seated, they should fill that. Applicants for city council said they would be interested for other committees. City Clerk Rose said the opening has been officially opened, and she will reach out to the city council applicants. Roberts thanked city staff for snow removal.

Councilmember Shute agreed with Roberts they need to fill the Planning Commission seat. He noted that soccer registrations are going to be open soon.

Mayor Winters said he had an email about snow removal around Cornerstone Park. It is an access path for Brittany Court residents. Can that be a higher priority? Director Bruce said staff are addressing issues, and adjusting priorities. This area will be moved to a Priority 1.

EXECUTIVE SESSION

ADJOURNMENT

There being no further business to come before the Council, on a motion duly made by Councilmember Deaton and seconded by Councilmember Baldwin the meeting adjourned at 7:33p.m.



PREPARED 01/14/2022,10:24:47

EXPENDITURE APPROVAL LIST

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PROGRAM: GM339L AS OF: 01/14/2022 PAYMENT DATE: 01/14/2022

CITY OF GARDNER

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01386498		000022 000023	00 01/14/2022	501-4130-441.44-02	LEASE TR# 432	EFT:	3,440.80
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E1400027WA		000028	00 01/14/2022 00 01/14/2022	531-4320-443.40-03 531-4330-443.40-03	MONTHLY BILLING MONTHLY BILLING	EFT:	38.91 7.30
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5165335-00)	PI0032 007898	3 00 01/07/2022	501-4130-441.52-31		EFT:	9,590.01
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5148692-02		006785	00 01/14/2022	501-4130-441.52-31	TERMINATORS	EFT:	614.70
5163287-00		006787	00 01/11/2022	501-4130-441.52-31	HOUSE SERVICE WIRE	EFT:	2,671.19
5169415-00)	006788	00 01/14/2022	501-4130-441.52-31	ELBOW & COPPER CRIMP	EFT:	1,804.81
5172878-00	1	000030	00 01/14/2022	501-4130-441.52-31	ALUM SINGLE PHASE	EFT:	4,597.95
0099999	00	ANNIE CHANTA	ALE MORONGO		VENDOR TOTAL *	.00	25,224.42
94825	00	000014	00 01/14/2022	001-0000-228.30-00	CASH BOND REFUND	200.00	
96529		000015	00 01/14/2022	001-0000-228.30-00	CASH BOND REFUND	250.00	
0000431	0.0	3003	agus D		VENDOR TOTAL *	450.00	
0002431 638502 202	00	APWA- MEMBER	RSHIP 00 01/14/2022	001-3110-431.46-02	APWA ANNUAL MEMBERSHIP	200.00	
638502 202		000031	00 01/14/2022	001-3110-431.46-02	APWA ANNUAL MEMBERSHIP	200.00	
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EXPENDITURE APPROVAL LIST

PROGRAM: GM339L AS OF: 01/14/2022 PAYMENT DATE: 01/14/2022

CITY OF GARDNER

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					VENDOR TOTAL *	214.81	
0000312 145580	00	C & G MERCHA 000036	NTS SUPPLY, INC. 00 01/14/2022		PAPER TOWELS	61.53	
					VENDOR TOTAL *	61.53	
0000001 313607125 313680665	1221	CENTURYLINK 006789 000037	00 01/14/2022 00 01/14/2022	001-6110-461.40-03 001-6110-461.40-03	MONTHLY BILLING MONTHLY BILLING	77.93 66.88	
					VENDOR TOTAL *	144.81	
0005198 010821012 024145812 010866512	0421 2121	006791	UNICATIONS 00 01/14/2022 00 01/14/2022 00 01/14/2022	602-1340-413.47-05	MONTHLY BILLING MONTHLY BILLING MONTHLY BILLING	EFT: EFT:	42.77 950.00 119.99
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0001643 DEC-21	00	CITY OF EDGE 006792		531-4320-443.31-15	MONTHLY BILLING	15,887.42	
					VENDOR TOTAL *	15,887.42	
0000069 505424 506216 506219 505428	00	COLEMAN EQUI 006793 006794 006795 006796	PMENT, INC. 00 01/14/2022 00 01/14/2022 00 01/14/2022 00 01/14/2022	001-6120-461.43-02 001-6120-461.43-02 001-6120-461.43-02 001-6120-461.43-02	KUBOTA REPAIR KUBOTA REPAIR KUBOTA REPAIR KUBOTA REPAIR	EFT: EFT: EFT:	147.00 282.52 2,053.94- 2,053.94
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EXPENDITURE APPROVAL LIST

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CITY OF GARDNER

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212764		006799	00 01/14/2022	001-2120-421.53-02	PATCHES-JACKETS	340.00	
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000058925	00	UT	00 01/13/2022	501-0000-229.00-00	FINAL BILL REFUND	1,897.23	
0001760	0.0		101 0GTBG TNG		VENDOR TOTAL *	1,897.23	
0001762	00	DREXEL TECHN		FO1 4120 441 44 00	DID DOOM	777.	25 00
INV64551		006800	00 01/14/2022			EFT:	35.00
INV68054				501-4140-441.62-15		EFT:	35.00
INV67046		00680T	00 01/14/2022	521-4220-442.52-13	KFP POST	EFT:	35.00
0004046	0.0	EMED OM			VENDOR TOTAL *	.00	105.00
0004946 2424383255		EVERGY	00 01/14/2022	521-4220-442.40-05	MONTHIV DITTING	16,234.66	
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15721019		006802	00 01/14/2022	001-6120-461.52-01	IRRIGATION REPAIR	219.12	
0002956	00	FASTENAL CO.			VENDOR TOTAL *	219.12	
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EXPENDITURE APPROVAL LIST

AS OF: 01/14/2022 PAYMENT DATE: 01/14/2022

CITY OF GARDNER ______ VEND NO SEQ# VENDOR NAME EFT, EPAY OR INVOICE VOUCHER P.O. BNK CHECK/DUE ACCOUNT ITEM CHECK HAND-ISSUED

NO NO NO DATE NO DESCRIPTION AMOUNT AMOUNT 0000181 00 GRAINGER .00 4,077.52 VENDOR TOTAL * 0004797 00 HATLEY, KRISTIE 12162021 006808 00 01/14/2022 001-7110-471.46-01 MILEAGE REIMBURSEMENT 85.12 VENDOR TOTAL * 85.12 0002095 00 HDR ENGINEERING, INC 1200399500 PI0030 007570 00 01/04/2022 001-3130-431.31-10 PROFESSIONAL SERVICES EFT: 2,372.21 .00 2,372.21 VENDOR TOTAL * 00 HENDERSON LAW, LLC 0005183 EFT: 465.00 006809 00 01/14/2022 001-1330-413.31-02 PRO TEM PROSECUTOR 01042022 465.00 VENDOR TOTAL * .00 0002906 00 HOLOPIREK, ADRAINA 000063 00 01/14/2022 001-6105-461.46-01 PER DIEM 203.01 01062022 VENDOR TOTAL * 203.01 0001536 00 ICE-MASTERS

 551909
 000050
 00 01/14/2022
 001-3120-431.44-02
 ICE MACHINE RENTAL

 551909
 000048
 00 01/14/2022
 521-4230-442.44-02
 ICE MACHINE RENTAL

 551909
 000049
 00 01/14/2022
 531-4330-443.44-02
 ICE MACHINE RENTAL

 EFT: EFT: EFT: 34.34 EFT: 34.35 34.35 VENDOR TOTAL * .00 103.04 0000102 00 ICMA RETIREMENT TRUST - 457 000060 00 01/13/2022 721-0000-202.03-04 CONTRIBUTIONS CHECK #: 101 9,095.06 675259 .00 VENDOR TOTAL * 9,095.06 0005200 00 JACQUELINE MOORE 000066 00 01/14/2022 001-6105-461.46-01 PER DIEM 214.81 VENDOR TOTAL * 214.81 0099999 00 JOHN HONORE 102128 000013 00 01/14/2022 001-0000-228.30-00 CASH BOND REFUND 225.00 VENDOR TOTAL * 225.00 0000309 00 JOHNSON COUNTY SHERIFF'S OFFICE PI0028 007894 00 12/31/2021 001-2110-421.31-11 OTR 2 PUBLIC SAFETY 192466 EFT: 5,785.00 VENDOR TOTAL * .00 5,785.00 0000658 00 JOHNSON COUNTY SHERIFF'S OFFICE 006871 00 01/14/2022 001-0000-207.10-30 LAB CASE 20CL002770 400.00 098616 400.00 VENDOR TOTAL * 0000108 00 K.C. BOBCAT INC 006810 00 01/14/2022 001-6120-461.44-02 EQUIPMENT RENTAL 1,073.60 19162973 VENDOR TOTAL * 1,073.60 0002760 00 KA-COMM, INC

00 LESTER, JORDYN

0099999 00 LOGAN RYAN BEAVER

00 LINDE GAS & EQUIPMENT

01062022 000065 00 01/14/2022 001-6105-461.46-01 PER DIEM

006822 00 01/14/2022 001-6120-461.44-02 CYLINDER RENTAL

0004811

0005186

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244.31

EFT: 38.07

38.07

VENDOR TOTAL * 244.31

VENDOR TOTAL * .00

PREPARED 01/14/2022,10:24:47 EXPENDITURE APPROVAL LIST
PROGRAM: GM339L AS OF: 01/14/2022 PAYMENT DATE: 01/14/2022
CITY OF GARDNER VEND NO SEQ# VENDOR NAME
INVOICE VOUCHER P.O. BNK CHECK/DUE ACCOUNT ITEM CHECK HAND-ISSUED
NO NO NO DATE NO DESCRIPTION AMOUNT AMOUNT 0002760 00 KA-COMM, INC 182369 000051 00 01/14/2022 001-2120-421.43-05 NEW DVR #122 EFT: 41.25 182370 000052 00 01/14/2022 001-2120-421.43-05 CHECK WIRING #113 EFT: 187.50 .00 228.75 VENDOR TOTAL * 0002671 00 KANSAS GAS SERVICE 366.58 930.21 VENDOR TOTAL * 1,296.79 0002806 00 KANSAS GOLF AND TURF, INC EFT: 610.18 02-268472 006813 00 01/14/2022 001-6120-461.43-02 MOWER REPAIR .00 610.18 VENDOR TOTAL * 0000112 00 KANSAS ONE-CALL SYSTEM, INC. 1120253 006817 00 01/14/2022 001-3120-431.31-15 STORMWATER LOCATING SVC EFT:
1120253 006814 00 01/14/2022 501-4130-441.40-06 ELECTRIC LOCATING SERVICE EFT:
1120253 006815 00 01/14/2022 521-4230-442.40-06 WATERLINE LOCATING SVC EFT:
1120255 006818 00 01/14/2022 531-4320-443.31-15 LOCATES EFT:
1120253 006816 00 01/14/2022 531-4330-443.40-06 SEWERLINE LOCATING SVC EFT: 69.60 69.60 69.60 22.80 69.60 .00 301.20 VENDOR TOTAL * 60.00 S-MC51-0070 000053 00 01/14/2022 130-3130-431.62-04 PERMIT S-KS20-0151 000054 00 01/14/2022 130-3130-431.62-04 PERMIT 60.00 VENDOR TOTAL * 120.00 0001626 00 KMEA GRDA OPERATING ACCT EFT: 324,876.88 GRDA-GD-22-02 000055 00 01/14/2022 501-4120-441.41-01 MONTHLY BILLING 324,876.88 .00 VENDOR TOTAL * 0003399 00 KMEA WAPA OPERATING FUND
WAPA-GA-21-10 006819 00 01/14/2022 501-4120-441.41-01 MONTHLY BILLING
WAPA-GA-21-11 006820 00 01/14/2022 501-4120-441.41-01 MONTHLY BILLING
WAPA-GA-21-12 006821 00 01/14/2022 501-4120-441.41-01 MONTHLY BILLING
WAPA-GA-22-01 000056 00 01/14/2022 501-4120-441.41-01 MONTHLY BILLING EFT: 5,515.16 EFT: 5,357.75 EFT: 5,767.08 EFT: 5,716.38 .00 22,356.37 VENDOR TOTAL * 0099999 00 LAVENDER LLC 000064813 UT 00 01/13/2022 501-0000-229.00-00 MANUAL CHECK 78.88 VENDOR TOTAL * 78.88

0004123 00 OFFICETEAM

PAGE

VENDOR TOTAL * .00 733.60

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PREPARED 01/14/2022,10:24:47

PROGRAM: GM339L

CITY OF GARDNER

EXPENDITURE APPROVAL LIST

AS OF: 01/14/2022 PAYMENT DATE: 01/14/2022 ------VEND NO SEQ# VENDOR NAME
INVOICE VOUCHER P.O. BNK CHECK/DUE ACCOUNT ITEM CHECK HAND-ISSUED
NO NO NO DATE NO DESCRIPTION AMOUNT AMOUNT 0099999 00 LOGAN RYAN BEAVER 105387 000010 00 01/14/2022 001-0000-349.01-00 OVERPAYMENT 105387 000011 00 01/14/2022 001-0000-349.01-00 OVERPAYMENT 50.00 50.00 VENDOR TOTAL * 100.00 0099999 00 MADISON MERCEDES SWANEY 101295 000017 00 01/14/2022 001-0000-228.30-00 CASH BOND REFUND 75.00 VENDOR TOTAL * 75.00 EFT: 631.00 VENDOR TOTAL * .00 631.00 0001291 00 MHC KENWORTH - OLATHE T00215600603416006823 00 01/14/2022 001-3120-431.52-04 FUEL FILTER #508 74.42 EFT: .00 74.42 VENDOR TOTAL * 0004958 00 MIDLAND DOOR SOLUTIONS 9691 006824 00 01/14/2022 551-4520-445.43-03 GARAGE DOOR REPAIR/PARTS EFT: 323.28 323.28 .00 VENDOR TOTAL * 0003872 00 MOZINGO LAW FIRM, LLC

 0003872
 00
 MOZINGO LAW FIRM, LLC

 090933
 006825
 00 01/14/2022
 001-1330-413.31-02
 COURT APPT ATTY FEES
 EFT:
 72.00

 096483
 006826
 00 01/14/2022
 001-1330-413.31-02
 COURT APPT ATTY FEES
 EFT:
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 006827
 00 01/14/2022
 001-1330-413.31-02
 COURT APPT ATTY FEES
 EFT:
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 00 01/14/2022
 001-1330-413.31-02
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 EFT:
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 094990
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 00 01/14/2022
 001-1330-413.31-02
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 00 01/14/2022
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 .00 1,254.00 VENDOR TOTAL * 0099999 00 MUNCIE, KARLA 000033835 UT 00 01/05/2022 501-0000-229.00-00 FINAL BILL REFUND 17.11 VENDOR TOTAL * 17.11 0099999 00 MUSALLET REAL ESTATE CO LLC 000065327 UT 00 01/05/2022 501-0000-229.00-00 FINAL BILL REFUND 185.21 VENDOR TOTAL * 185.21 0000144 00 O'REILLY AUTOMOTIVE, INC.

 0000144
 00
 O'REILLY AUTOMOTIVE, INC.

 0354-252153
 006835
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 01/14/2022
 501-4120-441.52-04
 PAINT FOR TRUCK
 EFT:
 37.20

 0354-250995
 006832
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 01/14/2022
 501-4130-441.52-04
 FILTERS FOR PM TR# 430
 EFT:
 43.38

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 01/14/2022
 501-4130-441.52-02
 TOOLS FOR GRATA
 EFT:
 60.71

 0354-251283
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 01/14/2022
 501-4130-441.52-12
 RADIATOR CAP
 EFT:
 7.84

 0354-252888
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 00
 01/14/2022
 501-4130-441.52-12
 FUSE FOR TR# 407
 EFT:
 5.46

 0354-253828
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 01/14/2022
 501-4130-441.52-04
 BATTERIES FOR TR# 402
 EFT:
 346.18

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 00
 01/14/2022
 501-4130-441.52-04
 FILTERS FOR PM TR# 432
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 01/14/2022
 501-4130-441.52-09
 MOTOR OIL FOR PM TR# 432
 EFT:
 164.19

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EXPENDITURE APPROVAL LIST

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1,083.60

3,870.00

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AS OF: 01/14/2022 PAYMENT DATE: 01/14/2022

006862 00 01/14/2022 001-6120-461.52-01 MULCH - PLAYGROUND

00 01/14/2022 001-6120-461.52-01 MULCH

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CITY OF GA	RDNE	R					
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0004123 59163191 59208359	00	OFFICETEAM 006840	00 01/14/2022	604-1320-413.31-15 604-1320-413.31-15	TEMP LABOR	EFT: EFT:	726.00 633.60
0000256	0.0	OTTAWA COOP			VENDOR TOTAL *	.00	1,359.60
48397 1221		006841	00 01/14/2022	001-3120-431.52-09	DIESEL FUEL	EFT:	626.88
2221560	2.0	DAVIGOD TAIG			VENDOR TOTAL *	.00	626.88
0001569 INV0306025		PAYCOR, INC 000061	00 01/12/2022	001-1310-413.31-15	PAYROLL SERVICES	CHECK #: 107	559.93
	2.0				VENDOR TOTAL *	.00	559.93
0004484 1005	00	RYAN PAINTIN 006858		001-6120-461.52-01	SHELTER PAINT	EFT:	4,875.00
	_				VENDOR TOTAL *	.00	4,875.00
0099999 63090	00	SADE S PARKE 000016		001-0000-228.30-00	CASH BOND REFUND	60.00	
					VENDOR TOTAL *	60.00	
0005195 8000683709		STERICYCLE 006859	00 01/14/2022	001-2110-421.31-15	SHREDDING SERVICES	103.58	
					VENDOR TOTAL *	103.58	
0099999 000065445	00		CILITY SERVICES 00 01/05/2022	501-0000-229.00-00	FINAL BILL REFUND	268.50	
0005199	00	TRAILERS PLU	īQ		VENDOR TOTAL *	268.50	
56852				001-6120-461.61-04	TRAILER	CHECK #: 132	9,816.66
0000060	0.0	TO THE TEST ON			VENDOR TOTAL *	.00	9,816.66
0002969 21-001366 21-001366	00		2 00 01/10/2022 5 00 01/10/2022	531-4310-443.31-15 531-4330-443.43-10	AMENDMENT 1 AMENDMENT 1	238.96 26,809.14	
222222	2.0	GUED			VENDOR TOTAL *	27,048.10	
0099999 100676 100676	00	TRIANNA SHER 006389 006389	RRILL 00 12/17/2021 00 01/11/2022	001-0000-228.30-00 001-0000-228.30-00		CHECK #: 129915 250.00	250.00-
22222	2.0				VENDOR TOTAL *	250.00	250.00-
0000238 797427	00	USA BLUE BOO 006861	00 01/14/2022	531-4320-443.52-13	REAGENTS	EFT:	63.65
					VENDOR TOTAL *	.00	63.65
0002587	00		GROUND SERVICES	001 6120 461 52 01	MIII CII DI AVCDOIMD	• ग जन	1 002 60

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11001	CZ 21.1 -	GMJJJL
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VEND NO SEQ# VENDOR NAME

INVOICE VOUCHER P.O. BNK CHECK/DUE ACCOUNT ITEM CHECK HAND-ISSUED

NO NO NO DATE NO DESCRIPTION AMOUNT AMOUNT 0002587 00 VICKI'S PLAYGROUND SERVICES VPS886 006864 00 01/14/2022 001-6120-461.52-01 MULCH EFT: 2,322.00 VENDOR TOTAL * .00 7,275.60 0099999 00 WALKER FLIPS KC, LLC 11.46 000067335 UT 00 01/06/2022 501-0000-229.00-00 FINAL BILL REFUND VENDOR TOTAL * 11.46 0000366 00 WARDROBE CLEANERS INC. 006860 00 01/14/2022 001-2120-421.42-02 DRY CLEANING 01082022 640.00 VENDOR TOTAL * 640.00 0005019 00 WESTERN MARKETING
W371572 006852 00 01/14/2022 001-3116-431.52-09 BULK OIL
W371572 006842 00 01/14/2022 001-3120-431.52-09 BULK OIL
W371572 006853 00 01/14/2022 001-3120-431.52-09 BULK OIL
W371572 006850 00 01/14/2022 001-3130-431.52-09 BULK OIL
W371572 006847 00 01/14/2022 001-6120-461.52-09 BULK OIL
W371572 006848 00 01/14/2022 001-7120-471.52-09 BULK OIL
W371572 006843 00 01/14/2022 521-4220-442.52-09 BULK OIL
W371572 006854 00 01/14/2022 521-4220-442.52-09 BULK OIL
W371572 006854 00 01/14/2022 521-4220-442.52-09 BULK OIL
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W371572 006856 00 01/14/2022 531-4320-443.52-09 BULK OIL
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W371572 006857 00 01/14/2022 531-4330-443.52-09 BULK OIL
W371572 006851 00 01/14/2022 603-3150-431.52-09 BULK OIL
W371572 006849 00 01/14/2022 604-1320-413.52-09 BULK OIL EFT: 18.03
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EFT: 72.13
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EFT: 73.44 0005019 00 WESTERN MARKETING .00 1,567.15 VENDOR TOTAL * 00 WEX BANK 006865 00 01/14/2022 501-4120-441.52-09 FUEL 006866 00 01/14/2022 501-4130-441.52-09 FUEL 006867 00 01/14/2022 521-4220-442.52-09 FUEL 006870 00 01/14/2022 521-4230-442.52-09 FUEL 006868 00 01/14/2022 531-4330-443.52-09 FUEL 006869 00 01/14/2022 531-4330-443.52-09 FUEL 0003221 00 WEX BANK EFT: 327.13 EFT: 1,630.97 EFT: 239.25 EFT: 362.76 EFT: 777.49 EFT: 949.72 77460237 77460237 77460237 77460237 77460237 77460237 VENDOR TOTAL * .00 4,287.32 0099999 00 XAVIER ANTHONY GREEN 000012 00 01/14/2022 001-0000-228.30-00 CASH BOND REFUND 096483 500.00 VENDOR TOTAL * 500.00 HAND ISSUED TOTAL *** 19,221.65 456,984.47 EFT/EPAY TOTAL ***

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AS OF: 01/21/2022 PAYMENT DATE: 01/21/2022

SEQ# VENDOR NAME EFT, EPAY OR VEND NO ITEM VOUCHER P.O. ACCOUNT HAND-ISSUED INVOICE BNK CHECK/DUE CHECK NO DATE NO **AMOUNT AMOUNT** NO NO DESCRIPTION 0003528 00 ADAMS PRO PHOTO 000068 00 01/20/2022 001-1110-411.54-51 PHOTOGRAPHY SERVICES 125.00 37526 EFT: VENDOR TOTAL * .00 125.00 0004834 00 ADVENTHEALTH 007193 20220101 00 01/21/2022 601-1230-412.31-15 RANDOMS 52.00 EFT: VENDOR TOTAL * .00 52.00 00 ALTEC INDUSTRIES, INC. 0000029 000069 501-4130-441.43-05 TR# 401 SWITCH REPAIR 50905570 00 01/20/2022 1,578.19 EFT: 1,578.19 VENDOR TOTAL * .00 0000056 00 AMERICAN EQUIPMENT CO. 4,589.87 007157 43433 00 01/21/2022 001-3120-431.52-16 CARBIDE CUTTING EDGES EFT: 42979 000070 001-3120-431.52-16 #507A REPAIR 00 01/20/2022 EFT: 671.50 VENDOR TOTAL * .00 5,261.37 0004999 00 AMERICAN FIDELITY ADMIN SERVICES 000071 001-1140-411.31-15 OUTSOURCED SERVICES 103.95 55863 00 01/20/2022 EFT: 103.95 VENDOR TOTAL * .00 0001986 ANIXTER, INC. 5184176-01 000105 00 01/21/2022 501-4130-441.52-31 FUSE EFT: 1,482.35 245.88 000105 00 01/21/2022 501-4130-441.52-31 5161329-01 **TERMINATORS** EFT: 007195 00 01/21/2022 291.20 5045935-02 501-4130-441.52-31 TAP CONNECTOR EFT: .00 2,019.43 VENDOR TOTAL * 0000058 ANSWER KANSAS CITY, LTD. INC. 000105 7589-01162022 00 01/21/2022 185.61 501-4110-441.40-03 MONTHLY BILLING EFT: 00 01/21/2022 521-4230-442.31-15 7589-01162022 000105 MONTHLY BILLING 25.62 EFT: 531-4330-443.31-15 MONTHLY BILLING 25.62 7589-01162022 00 01/21/2022 000105 EFT: 236.85 VENDOR TOTAL * .00 0000295 00 ASPLUNDH TREE EXPERT CO. INC. 4,423.20 79Y89621 PI0035 007725 00 12/24/2021 501-4130-441.31-15 TREE TRIMMING EFT: PI0036 007725 00 12/31/2021 501-4130-441.31-15 80B14121 4,202.04 TREE TRIMMING EFT: PI0037 007725 00 01/07/2022 501-4130-441.31-15 3,759.72 54G08122 TREE TRIMMING EFT: 12,384.96 .00 VENDOR TOTAL * 0005202 ASSURED OCCUPATIONAL SOLUTIONS 145.00 007158 2021 1474 00 01/21/2022 601-1230-412.31-15 PCP EFT: 145.00 .00 VENDOR TOTAL * 0004860 00 AT&T MOBILITY 01082022 000072 00 01/20/2022 1,952.42 001-2110-421.40-03 MONTHLY BILLING VENDOR TOTAL * 1,952.42 0004245 AXIOM INSTRUMENTATION SERVICES 00 PI0050 007900 00 12/27/2021 6,173.68 18-1262 531-4320-443.43-02 METERS VENDOR TOTAL * 6,173.68 0001773 00 BHC RHODES

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PROGI	RAM:	GM339L		
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PROGRAM: GM339)L
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VEND NO INVOICE	SEQ# 7	VENDOR NAME VOUCHER P.O.	BNK CHECK/DUE	ACCOUNT	ITEM	CHECK	EFT, EPAY OR HAND-ISSUED
NO	. – – – -	NO NO	DATE	NO	DESCRIPTION	AMOUNT	AMOUNT
0001773	00	BHC RHODES					
40683		PI0046 007607	00 01/18/2022	001-3130-431.31-10	TECHNICAL SPECIFICATIONS	EFT:	30.83
40683			00 01/18/2022	521-4210-442.31-15	TECHNICAL SPECIFICATIONS	EFT:	30.83
40683		PI0048 007630	00 01/18/2022	531-4310-443.31-15	TECHNICAL SPECIFICATIONS	EFT:	30.84
		<u> </u>			VENDOR TOTAL *	.00	92.50
0004379 11886-00	00	C&B EQUIPMEN' PI0051 007901	T MIDWEST 00 12/08/2021	531-4320-443.31-15	MOTOR	EFT:	6,573.75
			,,				
0003532	00	CBIZ BENEFIT	S & INSURANCE SV	CS INC	VENDOR TOTAL *	.00	6,573.75
56737			00 01/01/2022	001-1140-411.31-15	1ST QTR CONSULTING SVCS	EFT:	8,000.00
					VENDOR TOTAL *	.00	8,000.00
0000001 313014430	00	CENTURYLINK	00 01/20/2022	521-4220-442.40-03	MONITURE DITTING	349.31	
320501840			00 01/20/2022 00 01/21/2022	602-1340-413.40-03	MONTHLY BILLING MONTHLY BILLING	52.77	
314117591			00 01/21/2022	602-1340-413.40-03	MONTHLY BILLING	1,628.74	
					VENDOR TOTAL *	2,030.82	
0005198	00	CHARTER COMM	UNICATIONS			_, , , , , , , , , , , , , , , , , , ,	
0108210010	422	000074	00 01/20/2022	602-1340-413.47-05	MONTHLY BILLING	EFT:	42.77
0000429	00	CINTAS FIRE	₽₽₳₽₽₽₽₽₩		VENDOR TOTAL *	.00	42.77
5092205595	• •	000112	00 01/21/2022	521-4220-442.31-15	MONTHLY BILLING	EFT:	148.19
					VENDOR TOTAL *	.00	148.19
0000513 3792	00	CITY ATTORNE 000075	YS ASSOC OF KANS 00 01/20/2022	SAS 001-1120-411.46-02	2022 MEMBERSHIP DUES	EFT:	35.00
					VENDOR TOTAL *	.00	35.00
0002621	00	CLAYCO ELECT	-	F01 4000 440 42 00			
49345		007159	00 01/21/2022	521-4220-442.43-02	REPLACED STARTER	EFT:	1,302.50
0004795	00	CRAFCO, INC.			VENDOR TOTAL *	.00	1,302.50
9402626193		000076	00 01/20/2022	551-4520-445.43-04	EQUIPMENT RENTAL	EFT:	1,700.00
					VENDOR TOTAL *	.00	1,700.00
0004959 25	00	DIGITAL ERTH 007160	CONSULTING LLC 00 01/21/2022	531-4320-443.47-39	SEWAGE SLUDGE DISPOSAL	EFT:	2,400.00
					VENDOR TOTAL *	.00	2,400.00
0003481 817003542-	00	DPC INDUSTRI		521_1220_112			
817003542-	· ~ T	007197	00 01/21/2022	521-4220-442.52-13	AMMONIUM SULFATE	EFT:	1,220.00
0001762	00	DREXEL TECHNO	OLOGIES INC		VENDOR TOTAL *	.00	1,220.00
INV68509		000113	00 01/21/2022	521-4220-442.31-15	RFP POST	EFT:	35.00

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AS OF: 01/21/2022 PA AS OF: 01/21/2022 **PAYMENT DATE: 01/21/2022**

PROGRAM: GM339L CITY OF GARDNER

SEQ# VENDOR NAME VEND NO EFT, EPAY OR ITEM VOUCHER P.O. ACCOUNT **CHECK** INVOICE BNK CHECK/DUE HAND-ISSUED DATE NO DESCRIPTION **AMOUNT AMOUNT** NO NO NO 0001762 00 DREXEL TECHNOLOGIES INC VENDOR TOTAL * .00 35.00 0001917 00 FLAME-OUT 000077 001-2110-421.43-02 FIRE EXTINGUISHER INSPECT 62095 00 01/20/2022 EFT: 169.95 VENDOR TOTAL * .00 169.95 0001101 00 GARDNER DISPOSAL SERVICE, INC. 25.00 01-0000274 0122000078 00 01/20/2022 EFT: 603-3150-431.40-02 MONTHLY BILLING 23.34 00 01/20/2022 603-3150-431.40-02 MONTHLY BILLING 01-0000274 0122000079 EFT: 23.33 01-0000274 0122000080 00 01/20/2022 603-3150-431.40-02 MONTHLY BILLING EFT: MONTHLY BILLING 23.33 01-0000274 0122000081 00 01/20/2022 603-3150-431.40-02 EFT: 01-0000274 0122000082 00 01/20/2022 603-3150-431.40-02 MONTHLY BILLING 129.00 EFT: 30.00 01-0000274 0122000083 00 01/20/2022 603-3150-431.40-02 MONTHLY BILLING EFT: 25.00 01-0000274 0122000084 00 01/20/2022 603-3150-431.40-02 MONTHLY BILLING EFT: 36.00 01-0000274 0122000085 00 01/20/2022 603-3150-431.40-02 MONTHLY BILLING EFT: MONTHLY BILLING 01-0000274 0122000086 00 01/20/2022 603-3150-431.40-02 30.00 EFT: 01-0000274 0122000087 00 01/20/2022 603-3150-431.40-02 MONTHLY BILLING 25.00 EFT: 01-0000274 0122000088 00 01/20/2022 603-3150-431.40-02 MONTHLY BILLING 25.00 EFT: 01-0000274 0122000089 00 01/20/2022 603-3150-431.40-02 MONTHLY BILLING EFT: 36.00 36.00 01-0000274 0122000107 00 01/21/2022 603-3150-431.40-02 MONTHLY BILLING EFT: VENDOR TOTAL * .00 467.00 0005097 G20 TECHNOLOGIES 910028337 PI0034 007700 00 12/31/2021 521-4220-442.52-13 ALUMINUM CHLOROHYDRATE EFT: 15,537.60 .00 15,537.60 VENDOR TOTAL * 0000286 HAYNES EQUIPMENT CO., INC. 9,327.80 27116H PI0052 007902 00 12/30/2021 531-4330-443.43-02 FLOW MODULE EFT: 9,327.80 VENDOR TOTAL * .00 0003444 HILLSDALE AREA WATER COOP 00 2022-1 PI0049 007905 00 01/03/2022 706,367.35 ANNUAL BILLING 521-4220-442.52-30 VENDOR TOTAL * 706,367.35 0001536 **ICE-MASTERS** 00 551906 000090 00 01/20/2022 ICE MACHINE RENTAL 101.76 501-4130-441.44-02 EFT: 503161 007194 00 01/21/2022 603-3150-431.31-15 ICE MACHINE MAINTENANCE 137.51 EFT: 007194 00 01/21/2022 603-3150-431.31-15 ICE MACHINE MAINTENANCE 137.51 503161 EFT: 376.78 VENDOR TOTAL * .00 0004633 00 INTEGRITY LOCATING SERVICES, LLC 5730 007164 00 01/21/2022 870.00 001-3120-431.31-15 LOCATING SERVICES EFT: 5730 007161 00 01/21/2022 501-4130-441.40-06 870.00 LOCATING SERVICES EFT: 00 01/21/2022 870.00 5730 007162 521-4230-442.40-06 LOCATING SERVICES EFT: 5730 007163 00 01/21/2022 LOCATING SERVICES 870.00 531-4330-443.40-06 EFT: 3,480.00 VENDOR TOTAL * .00 0005072 00 JOHNSON COUNTY DISTRICT ATTORNEY 125-1120-411.49-04 2022 ALCOHOL TAX FUND 6,000.00 01142022 000091 00 01/20/2022 EFT:

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PROGRAM: GM339L CITY OF GARDNER

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SEQ#	# VENDOR NAME VOUCHER P.O. NO NO	BNK CHECK/DUE DATE	ACCOUNT NO	ITEM DESCRIPTION	CHECK AMOUNT	EFT, EPAY OR HAND-ISSUED AMOUNT
00	JOHNSON COU	NTY DISTRICT ATT(ORNEY			
2.2				VENDOR TOTAL *	.00	6,000.00
00			001-2110-421.31-15	HOSTING/MAINT. FEE 2022	13,753.58	
				VENDOR TOTAL *	13,753.58	
				·· · · · · · · · · · · · · · · · · · ·		
22						
22						
22	000116	00 01/21/2022	501-4130-441.31-15	#408 RENEWAL	14.25	
0.0	TOINIGON GOI			VENDOR TOTAL *	42.75	
UU	JOHNSON COUN 000092	NTY POLICE CHIEF' 00 01/20/2022		2022 DUES - BELCHER	125.00	
00	KACM			VENDOR TOTAL ^	145.UU	
	000093	00 01/20/2022	001-1330-413.46-02	MEMBERSHIP RENEWAL	150.00	
				VENDOR TOTAL *	150.00	
00	KANSAS MAYO					
	000094	00 01/20/2022	001-1110-411.46-02	2022 MEMBERSHIP DUES	EFT:	50.00
				VENDOR TOTAL *	.00	50.00
00						
	000095	00 01/20/2022	001-1330-413.46-02	2022 MEMBERSHIP DUES	25.00	
2.2		~		VENDOR TOTAL *	25.00	
UU		•			Tatam .	200 00
	000096	00 01/20/2022	5U1-413U-441.40-U1	APPRENTICE TRAINING	EFT:	300.00
2.0		~		VENDOR TOTAL *	.00	300.00
UU		-		T 003 MEG	77 TO	12 20
						13.20 15.60
	007100	OO OI/ZI/ZOZZ	JOT-ATOO AATO OO			
00	צאאפאפ פייאיי	ירי ייים בא פווס ביס		VENDOR TOTAL *	.00	28.80
00			001-0000-207 10-17	MINITATONI, COIDT DEVENTE	280 00	
	007171	00 01/21/2022	001-0000-207.10-12	MUNICIPAL COURT REVENUE		
	007172	00 01/21/2022	001-0000-207.10-15	MUNICIPAL COURT REVENUE	676.50	
	007173	00 01/21/2022	001-0000-207.10-16	MUNICIPAL COURT REVENUE	220.00	
	007174	00 01/21/2022	001-0000-207.10-17	MUNICIPAL COURT REVENUE	180.00	
	007175	00 01/21/2022	001-0000-207.10-13	MUNICIPAL COURT REVENUE	1,120.00	
	007176	00 01/21/2022	001-0000-207.10-14	MUNICIPAL COURT REVENUE	286.00	
	007177	00 01/21/2022	001-0000-207.10-11	MUNICIPAL COURT REVENUE	241.00	
2	00 00 22 22 22 00	VOUCHER P.O. NO NO NO NO OU JOHNSON COUD PI0042 00790 OU JOHNSON COUD 22 000114 22 000115 22 000116 OU JOHNSON COUD 000092 OU KACM 000093 OU KANSAS MAYOR 000094 OU KANSAS MUNIC 000096 OU KANSAS ONE-C 007165 007166 OU KANSAS STAT: 007167 007168 007171 007172 007173 007174 007175	VOUCHER P.O. BNK CHECK/DUE NO NO DATE	VOUCHER P.O. ENK CHECK/DUE ACCOUNT NO NO DATE NO	VOUCHER P.O. BNK CHECK/DUE ACCOUNT TITEM DESCRIPTION	VOUCHER P.O. NINC CHECK DUE NO DATE NO DESCRIPTION DESCRIP

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PROGRAM: GM339L CITY OF GARDNER

VEND NO INVOICE	SEQ#	VENDOR NAM VOUCHER P.O.		ACCOUNT	ITEM	CHECK	EFT, EPAY OR HAND-ISSUED
NO		NO NO	·	NO	DESCRIPTION	AMOUNT	AMOUNT
0000332	00	KANSAS STA	TE TREASURER				
64767		007178	00 01/21/2022	001-0000-207.10-12	MUNICIPAL COURT REVENUE	4,361.50	
64767		007179	00 01/21/2022	001-0000-207.10-15	MUNICIPAL COURT REVENUE	497.00	
64767		007180	00 01/21/2022	001-0000-207.10-16	MUNICIPAL COURT REVENUE	200.00	
0001000	0.0				VENDOR TOTAL *	14,531.00	
0001922 I-MC60-PO	00 02	000097	OF ENV - PERMIT (00 01/20/2022	521-4220-442.46-02	ANNUAL PERMIT	320.00	
					VENDOR TOTAL *	320.00	
0000492	00		OF HLTH & ENV LA				
54050		007181	00 01/21/2022	521-4220-442.31-15	LAB TESTS ON SAMPLES	EFT:	1,796.00
0003513	00	KMEA- DOGW	OOD		VENDOR TOTAL *	.00	1,796.00
KMEA-DG-G			00 01/21/2022	501-4120-441.41-01	MONTHLY BILLING	EFT:	309,063.23
0000400	0.0	WDED C			VENDOR TOTAL *	.00	309,063.23
0002489 1628679	00	KPERS 000109	00 01/18/2022	721-0000-202.03-01	011322 PAY PERIOD	CHECK #: 112	40,757.27
					VENDOR TOTAL *	.00	40,757.27
0002490 1628681	00	KPF 000110	00 01/18/2022	721-0000-202.03-02	011322 PAY PERIOD	CHECK #: 113	30,501.62
					VENDOR TOTAL *	.00	30,501.62
0004769	00	KRONOS SAA	SHR, INC				
11863609		007182	00 01/21/2022	602-1340-413.47-05	MONTHLY BILLING	EFT:	1,731.86
0004040	0.0	TEGAT DEGO	DD MIIE		VENDOR TOTAL *	.00	1,731.86
0004949 L94472	00	LEGAL RECO	00 01/21/2022	001-1150-411.47-01	PUBLIC ORDINANCE	EFT:	9.51
L94473		007183	00 01/21/2022	001-1150-411.47-01	PUBLIC ORDINANCE PUBLIC ORDINANCE	EFT:	9.51
L94539		000098	00 01/20/2022	501-4140-441.62-15	BID POST	EFT:	30.82
0005106	0.0				VENDOR TOTAL *	.00	49.84
0005186 68146144	00	007199	& EQUIPMENT 00 01/21/2022	501-4120-441.44-02	CYLINDER RENTAL	EFT:	202.49
					VENDOR TOTAL *	.00	202.49
0002354 A32153	00		RACTORS SUPPLY, II 60 00 01/13/2022	NC 001-3120-431.52-08	EDCO 8" SCARIFIER	5,400.00	
					VENDOR TOTAL *	5,400.00	
0003700 911961	00		N CLEAVE & PHILLI 10 00 01/13/2022	PS PA 001-1120-411.31-02	LEGAL SERVICES	EFT:	5,800.00
					VENDOR TOTAL *	.00	5,800.00
0003838	00	MEGAKC COR	PORATION		A EMPOK TOTATI	• 00	3,000.00
739 MOON		007185	00 01/21/2022	117-3130-431.62-07	HYDROSEEDING	EFT:	4,938.00

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PREPARED 01/21/2022, 8:43:26
PROGRAM: GM3391. AS OF: 01/21/2022 PAYMENT DATE: 01/21/2022

PROGE	KAM:	GM339L	
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VEND NO S INVOICE NO	SEQ#	VENDOR NAME VOUCHER P.O. NO NO	BNK CHECK/DUE DATE	ACCOUNT NO	ITEM DESCRIPTION	CHECK AMOUNT	EFT, EPAY OR HAND-ISSUED AMOUNT
0003838	00	MEGAKC CORPO	RATION				
0000375	00	MID-AMERICAN	SIGNAL, INC.		VENDOR TOTAL *	.00	4,938.00
22-079		000099	_	001-3120-431.31-15	SIGNAL REPAIR	EFT:	300.00
0000550	0.0	14TD GETTEG 14			VENDOR TOTAL *	.00	300.00
0003579 113781	00	MID-STATES ME 000117		521-4220-442.52-01	GRAVEL	451.25	
					VENDOR TOTAL *	451.25	
0000294 01192022	00	MISC. TAX SEC 007186	CTION, KS DEPT OF 00 01/21/2022		4Q 2021 CLEAN WATER FEE	11,668.65	
0004780	00	MINITOTDAT 112/			VENDOR TOTAL *	11,668.65	
0004780 11320	00	MUNICIPAL H20 000100		521-4220-442.31-15	RMP COMPLIANCE	4,200.00	
000000	0.0		40-11-01-		VENDOR TOTAL *	4,200.00	
0005201 201631	00	OLATHE FLEET 007187	SOLUTIONS 00 01/21/2022	501-4120-441.52-04	GEOTAB TELEMATICS	185.00	
201668		007188	00 01/21/2022	501-4120-441.52-04	GEOTAB TELEMATICS	25.00	
201715		007189	00 01/21/2022	501-4120-441.52-04	GEOTAB TELEMATICS	25.00	
					VENDOR TOTAL *	235.00	
0005177 7000000236	00 0	OLATHE HEALT 007190	H PHYSICIANS 00 01/21/2022	601-1230-412.31-15	POST OFFER PHYSICALS	EFT:	369.00
					VENDOR TOTAL *	.00	369.00
0000142	00	OLATHE WINWA	TER WORKS				
168306 00		000105	00 01/21/2022	521-4230-442.52-12	TRACER WIRE	EFT:	160.00
166293 00		007195	00 01/21/2022	521-4230-442.52-31	SMART METERS	EFT:	4,200.00
166501 02 168306 00		PI0045 007909 000105	00 01/11/2022 00 01/21/2022	521-4230-442.52-31 531-4330-443.52-12	SMART METERS	EFT: EFT:	7,875.00 160.00
108300 00		000103	00 01/21/2022	331-4330-443.32-12	TRACER WIRE		
0000393	00	OLSSON, INC.			VENDOR TOTAL *	.00	12,395.00
410229		_	00 01/19/2022	001-3130-431.31-10	DAM INSPECTION	EFT:	3,431.36
0001575	00	OMEGA DOOR AI	ND HADDWADF		VENDOR TOTAL *	.00	3,431.36
38599	00	000105		603-3150-431.31-15	SERVICE	EFT:	391.53
0004305	0.0		48011748 TYPE		VENDOR TOTAL *	.00	391.53
0004385 1180059656	00	POMP'S TIRE S	SERVICE, INC. 00 01/20/2022	501-4120-441.52-04	TR# 405 TIRES	EFT:	2,737.44
	•				VENDOR TOTAL *	.00	2,737.44
0004927 0150461-IN	00	PROGRESSIVE 1	ELECTRONICS, INC 00 01/21/2022	602-1340-413.31-15	SERVICE	EFT:	926.20

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VEND NO S INVOICE NO	S E Q#	VENDOR NAME VOUCHER P.O. NO NO	BNK CHECK/DUE DATE	ACCOUNT NO	ITEM DESCRIPTION	CHECK AMOUNT	EFT, EPAY OR HAND-ISSUED AMOUNT
0004927	00	DBUGBEGG111E	ELECTRONICS, INC			 	
0150574-IN		007194	00 01/21/2022		PROGRAMMING CHANGES	EFT:	1,416.00
00001	•	^) 3. Fin - 6		VENDOR TOTAL *	.00	2,342.20
0000150 21946362	00	QUILL CORPOR 007192	RATION 00 01/21/2022	521-4220-442.52-20	TONER & PAPER	156.98	
0000	-	-			VENDOR TOTAL *	156.98	
0000946 2970	00		ANITORIAL INC 7 00 01/03/2022	603-3150-431.42-01	MONTHLY BILLING	EFT:	10,006.20
000000	•	D 03	 		VENDOR TOTAL *	.00	10,006.20
0099999 01192022	00	RONALD AND M 007193	MARY FREUND 00 01/21/2022	001-1130-411.58-00	ANNEXATION REBATE	599.47	
01192022		007193	00 01/21/2022	001-1130-411.58-00	ANNEXATION REBATE ANNEXATION REBATE	23.51	
0004040	0.0	Сушит ты— — -	.₽TTTMENIM TY?		VENDOR TOTAL *	622.98	
0004942 05598-64821	00 14	SAFELITE FUL 000102	LFILLMENT INC 00 01/20/2022	001-2120-421.43-05	WINDSHIELD REPAIR #109	EFT:	659.97
0004000	0.0	□			VENDOR TOTAL *	.00	659.97
0004830 12/2021	00	SECURITY BAN 006873	NKCARD CENTER 00 01/19/2022	001-1110-411.54-51	WALGREENS #10150	EFT:	3.99
12/2021		006873	00 01/19/2022	001-1110-411.54-51		EFT:	825.00
12/2021		006874	00 01/19/2022	001-1110-411.54-51	WALGREENS #10150	EFT:	3.99
12/2021		006875	00 01/19/2022	001-1110-411.54-51	JOHNSON COUNTY EQUIPMENT	EFT:	111.00
12/2021		006879	00 01/19/2022	001-1110-411.54-51	SQ ACA CATERING	EFT:	516.25
12/2021		006880	00 01/19/2022	001-1110-411.54-51	PRICE CHOPPER #117	EFT:	35.42
12/2021		006878	00 01/19/2022	001-1120-411.47-04	USPS PO 1933770514	EFT:	92.80
12/2021		006881	00 01/19/2022	001-1120-411.52-20	AMZN MKTP US ZF2WD9M83	EFT:	43.75
12/2021		006882	00 01/19/2022	001-1120-411.52-20	AMZN MKTP US 757FN3TQ3	EFT:	34.00
12/2021		006877	00 01/19/2022	001-1130-411.31-15	CANVA I03263-0990749	EFT:	12.95
12/2021		006883	00 01/19/2022	001-1140-411.46-05	AMERICAN PUBLIC WORKS	EFT:	325.00
12/2021		006888	00 01/19/2022	001-1140-411.52-20	STAPLS7346940620000001	EFT:	147.18
12/2021		006889	00 01/19/2022	001-1150-411.46-02	INTERNATIONAL INSTITUTE O	EFT:	215.00
12/2021		006890	00 01/19/2022	001-1150-411.52-20	STAPLS7346021724000001	EFT:	56.98
12/2021		006902	00 01/19/2022	001-1310-413.52-20	AMAZON.COM ON17Z1IC3	EFT:	10.99
12/2021		007011	00 01/19/2022	001-1340-413.52-20	OFFICEMAX/DEPOT 6374	EFT:	49.99
12/2021		006922	00 01/19/2022	001-2110-421.46-01	4IMPRINT INC	EFT:	1,095.48
12/2021 12/2021		006925 006926	00 01/19/2022	001-2110-421.52-20	PRICE CHOPPER #117	EFT:	46.99 81 92
12/2021 12/2021		006926 006927	00 01/19/2022 00 01/19/2022	001-2110-421.52-20	MICHAELS #9490 PRICE CHOPPER #117	EFT:	81.92 2.69
12/2021 12/2021		006927 006928	00 01/19/2022 00 01/19/2022	001-2110-421.52-20 001-2110-421.52-20	PRICE CHOPPER #117 PRICE CHOPPER #117	EFT: EFT:	2.69 188.71
12/2021 $12/2021$		006928 006929	00 01/19/2022 00 01/19/2022	001-2110-421.52-20	AMZN MKTP US DS87T28L3	EFT: EFT:	188.71 6.99
12/2021 12/2021		006929	00 01/19/2022	001-2110-421.52-20	WAL-MART #5307	EFT:	6.99 8.48
12/2021 12/2021		006930	00 01/19/2022	001-2110-421.52-06	PARTY CITY 938	EFT:	36.00
12/2021		006931	00 01/19/2022	001-2110-421.52-20	SQ SIGNZDIRECT	EFT:	938.43
12/2021		006932	00 01/19/2022	001-2110-421.46-01	SQ SIGNZDIRECT SQ SIGNZDIRECT	EFT:	233.29
12/2021		006935	00 01/19/2022	001-2110-421.46-01	AMERICAN HEART SHOPCPR	EFT:	527.00
12/2021		006937	00 01/19/2022	001-2110-421.52-20	PRICE CHOPPER #117	EFT:	14.67

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CITY OF	GARDNER			

VEND NO INVOICE NO	SEQ# VENDOR NAME VOUCHER P.O. NO NO	BNK CHECK/DUE DATE	ACCOUNT NO	ITEM DESCRIPTION	CHECK AMOUNT	EFT, EPAY OR HAND-ISSUED AMOUNT
0004830		NKCARD CENTER				50 - 0 0
12/2021	006943	00 01/19/2022	001-2110-421.46-01	FBI LEEDA INC	EFT:	695.00
12/2021	006923	00 01/19/2022	001-2120-421.43-05	G & J AUTO TRIM	EFT:	510.00
12/2021	006924	00 01/19/2022	001-2120-421.43-05	VSP TIREHUB LLC	EFT:	523.36
12/2021	006934	00 01/19/2022	001-2120-421.52-20	AMAZON.COM 4E91W7FQ3	EFT:	534.84
12/2021	006936	00 01/19/2022	001-2120-421.52-20	SIRCHIE FINGER PRINT LABO	EFT:	87.15
12/2021	006940	00 01/19/2022	001-2120-421.52-20	CHALLENGE TARGETS	EFT:	1,174.05
12/2021	006941	00 01/19/2022	001-2120-421.52-20	AMAZON.COM U752032C3	EFT:	460.80
12/2021	006942	00 01/19/2022	001-2120-421.53-02	WEBCORP INC	EFT:	98.70-
12/2021	006938	00 01/19/2022	001-2130-421.52-20	ULINE SHIP SUPPLIES	EFT:	69.19
12/2021	006939	00 01/19/2022	001-2130-421.52-20	IN PETHUB INC.	EFT:	1,080.56
12/2021	006951	00 01/19/2022	001-3116-431.52-20	ORSCHELN FARM AND HOME ST	EFT:	9.99
12/2021	006953	00 01/19/2022	001-3116-431.52-20	OREILLY AUTO PARTS 354	EFT:	35.14
12/2021	006956	00 01/19/2022	001-3116-431.52-20	OREILLY AUTO PARTS 354	EFT:	3.30
12/2021	006957	00 01/19/2022	001-3116-431.52-20	OREILLY AUTO PARTS 354	EFT:	6.74
12/2021	006959	00 01/19/2022	001-3116-431.52-20	OREILLY AUTO PARTS 354	EFT:	15.51 19.37
12/2021	006967	00 01/19/2022 00 01/19/2022	001-3116-431.52-20	OREILLY AUTO PARTS 354	EFT:	18.37
12/2021	006972 006989	00 01/19/2022	001-3116-431.52-20 001-3116-431.52-02	OREILLY AUTO PARTS 354 R & S TOOLS LLC	EFT:	20.68 54.25
12/2021	006969	00 01/19/2022	001-3110-431.52-02	OREILLY AUTO PARTS 354	EFT:	54.25 86.89-
12/2021 12/2021	006944	00 01/19/2022	001-3120-431.32-04	OREILLY AUTO PARTS 354 OREILLY AUTO PARTS 354	EFT:	1.47
12/2021 $12/2021$	006952	00 01/19/2022	001-3120-431.43-02	EQUIPMENTSHARE.COM	EFT:	382.06
12/2021 $12/2021$	006955	00 01/19/2022	001-3120-431.43-02	PRIME INDUSTRIAL PRODUCT	EFT:	17.49
12/2021 $12/2021$	006958	00 01/19/2022	001-3120-431.43-02	OREILLY AUTO PARTS 354	EFT: EFT:	4.99
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12/2021	006963	00 01/19/2022	001-3120-431.52-16	SMITTYS LAWN & GARDEN EOU	EFT:	116.89
12/2021	006964	00 01/19/2022	001-3120-431.52-10	OREILLY AUTO PARTS 354	EFT:	305.82
12/2021	006965	00 01/19/2022	001-3120-431.52-04	MURPHY TRACTOR EQUIP #99	EFT:	327.70
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12/2021	006971	00 01/19/2022	001-3120-431.43-02	EQUIPMENTSHARE.COM	EFT:	31.06-
12/2021	006973	00 01/19/2022	001-3120-431.52-04	AUTOZONE #3781	EFT:	67.16
12/2021	006974	00 01/19/2022	001-3120-431.52-04	OREILLY AUTO PARTS 354	EFT:	29.94
12/2021	006976	00 01/19/2022	001-3120-431.52-02	GRAINGER	EFT:	295.33
12/2021	006977	00 01/19/2022	001-3120-431.52-08	CARTER WATERS	EFT:	175.00
12/2021	006978	00 01/19/2022	001-3120-431.52-10	GRAINGER	EFT:	689.52
12/2021	006979	00 01/19/2022	001-3120-431.52-09	ORSCHELN FARM AND HOME ST	EFT:	39.98
12/2021	006980	00 01/19/2022	001-3120-431.52-10	TRAILS WEST ACE HDWE	EFT:	32.07
12/2021	006981	00 01/19/2022	001-3120-431.52-02	VANCE BROTHERS KC SALES	EFT:	112.00
12/2021	006982	00 01/19/2022	001-3120-431.52-08	SHERWIN WILLIAMS 707568	EFT:	27.76-
12/2021	006983	00 01/19/2022	001-3120-431.52-08	SHERWIN WILLIAMS 707568	EFT:	27.76
12/2021	006984	00 01/19/2022	001-3120-431.52-08	SHERWIN WILLIAMS 707568	EFT:	28.75
12/2021	006985	00 01/19/2022	001-3120-431.52-08	CONSTRUCTION MATERIALS	EFT:	132.90
12/2021	006986	00 01/19/2022	001-3120-431.52-08	SHERWIN WILLIAMS 707568	EFT:	43.12
12/2021	006988	00 01/19/2022	001-3120-431.52-04	ORSCHELN FARM AND HOME ST	EFT:	25.74
12/2021	006990	00 01/19/2022	001-3120-431.52-16	TRAILS WEST ACE HDWE	EFT:	22.99
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12/2021	006993	00 01/19/2022	001-3120-431.52-08	THE HOME DEPOT 2218	EFT:	71.90

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VEND NO INVOICE NO	SEQ# VENDOR NAME VOUCHER P.O. NO NO	BNK CHECK/DUE DATE	ACCOUNT NO	ITEM DESCRIPTION	CHECK AMOUNT	EFT, EPAY OF HAND-ISSUED AMOUNT
0004830	00 SECURITY BAN	KCARD CENTER				

INVOICE NO	VOUCHER P.O. NO NO	BNK CHECK/DUE DATE	ACCOUNT NO	ITEM DESCRIPTION	CHECK AMOUNT	HAND-ISSUED AMOUNT
0004830						
0004830 12/2021	00 SECURITY BZ 006994	ANKCARD CENTER 00 01/19/2022	001-3120-431.52-02	THE HOME DEPOT 2218	₽₽ ₩•	399.00
12/2021	006994	00 01/19/2022	001-3120-431.52-02	CONSTRUCTION MATERIALS	EFT: EFT:	13.29
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12/2021	006997	00 01/19/2022	001-3120-431.52-16	TRAILS WEST ACE HOWE	EFT:	6.36
12/2021	006998	00 01/19/2022	001-3120-431.52-20	ORSCHELN FARM AND HOME ST	EFT:	3.99
12/2021	006999	00 01/19/2022	001-3120-431.52-20	TRAILS WEST ACE HDWE	EFT:	7.99
12/2021	007000	00 01/19/2022	001-3120-431.52-02	TRAILS WEST ACE HDWE	EFT:	131.93
12/2021	007001	00 01/19/2022	001-3120-431.52-08	TRAILS WEST ACE HDWE	EFT:	23.99
12/2021	007002	00 01/19/2022	001-3120-431.52-02	TRAILS WEST ACE HDWE	EFT:	219.58
12/2021	007003	00 01/19/2022	001-3120-431.52-04	WAL-MART #5307	EFT:	63.52
12/2021	007004	00 01/19/2022	001-3120-431.52-02	TRAILS WEST ACE HDWE	EFT:	55.96
12/2021	007005	00 01/19/2022	001-3120-431.52-02	LOGAN CONTRACTOR SUPPLY I	EFT:	203.30
12/2021	006946	00 01/19/2022	001-3130-431.52-20	STAPLS7346705095000001	EFT:	251.09
12/2021	006947	00 01/19/2022	001-3130-431.52-20	STAPLS7346705095000002	EFT:	278.99
12/2021	006948	00 01/19/2022	001-3130-431.52-20	STAPLS7346705095000003	EFT:	278.99
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12/2021	007112	00 01/19/2022	001-6105-461.46-01	KANSAS RECREATION & PARK	EFT:	335.00
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12/2021	007087	00 01/19/2022	001-6110-461.54-51	KCBS	EFT:	400.00
12/2021	007090	00 01/19/2022	001-6110-461.52-20	AMAZON.COM ZU3411693 AMZN	EFT:	58.11
12/2021	007092	00 01/19/2022	001-6110-461.54-51	WM SUPERCENTER #5307	EFT:	17.61
12/2021	007097	00 01/19/2022	001-6110-461.54-51	WAL-MART #5307	EFT:	73.20
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12/2021	007099	00 01/19/2022	001-6110-461.54-51	HOBBY-LOBBY #0075	EFT:	17.88
12/2021	007100	00 01/19/2022	001-6110-461.54-51	WM SUPERCENTER #5307	EFT:	10.00
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12/2021	007118	00 01/19/2022	001-6110-461.54-51	WAL-MART #5307	EFT:	15.00-
12/2021	007102	00 01/19/2022	001-6120-461.61-04	TRAILERSPLUS.COM	EFT:	250.00
12/2021	007103	00 01/19/2022	001-6120-461.44-02	PURE WATER DELIVERY	EFT:	62.23
12/2021	007105	00 01/19/2022	001-6120-461.31-15	IPY WATCHMEN SECURITY SVC	EFT:	113.13
12/2021	007121	00 01/19/2022	001-6120-461.43-02	TRAILS WEST ACE HDWE	EFT:	11.99
12/2021	007122	00 01/19/2022	001-6120-461.43-02	ORSCHELN FARM AND HOME ST	EFT:	38.35
12/2021	007123	00 01/19/2022	001-6120-461.43-02	OREILLY AUTO PARTS 354	EFT:	15.98
12/2021	007124	00 01/19/2022	001-6120-461.43-02	TRAILS WEST ACE HDWE	EFT:	5.40
12/2021	007125	00 01/19/2022	001-6120-461.52-01	RIVERVIEW STONE LLC	EFT:	538.80
12/2021	007126	00 01/19/2022	001-6120-461.52-01	RIVERVIEW STONE LLC	EFT:	786.00
12/2021	007127	00 01/19/2022	001-6120-461.43-05	OREILLY AUTO PARTS 354	EFT:	48.58
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12/2021	007129	00 01/19/2022	001-6120-461.43-02	HARBOR FREIGHT TOOLS 619	EFT:	16.99 1 677 10
12/2021	007130	00 01/19/2022	001-6120-461.52-01	RIVERVIEW STONE LLC	EFT:	1,677.10

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VEND NO INVOICE NO	SEQ# VENDOR NAME VOUCHER P.O. NO NO	BNK CHECK/DUE DATE	ACCOUNT NO	ITEM DESCRIPTION	CHECK AMOUNT	EFT, EPAY OR HAND-ISSUED AMOUNT
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12/2021	007137	00 01/19/2022	001-6120-461.52-01	TRAILS WEST ACE HDWE	EFT:	29.70
12/2021	007138	00 01/19/2022	001-6120-461.43-02	HARRISON MACHINE SHOP AND	EFT:	590.00
12/2021	007139	00 01/19/2022	001-6120-461.52-01	ORSCHELN FARM AND HOME ST	EFT:	17.99
12/2021	007140	00 01/19/2022	001-6120-461.52-01	WM SUPERCENTER #5307	EFT:	74.78
12/2021	007141	00 01/19/2022	001-6120-461.43-02	WM SUPERCENTER #5307	EFT:	30.24
12/2021	007142	00 01/19/2022	001-6120-461.43-02	OREILLY AUTO PARTS 354	EFT:	30.39
12/2021	007143	00 01/19/2022	001-6120-461.52-01	TRAILS WEST ACE HDWE	EFT:	5.08
12/2021	007144	00 01/19/2022	001-6120-461.43-02	PHILLIPS 66 - X PRESS	EFT:	10.00
12/2021	007145	00 01/19/2022	001-6120-461.43-02	OREILLY AUTO PARTS 354	EFT:	2.29
12/2021	007146	00 01/19/2022	001-6120-461.43-02	TRAILS WEST ACE HDWE	EFT:	35.97
12/2021	007147	00 01/19/2022	001-6120-461.43-02	ORSCHELN FARM AND HOME ST	EFT:	4.99
12/2021	007148	00 01/19/2022	001-6120-461.52-02	OREILLY AUTO PARTS 354	EFT:	7.99
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12/2021	007151	00 01/19/2022	001-6120-461.52-01	TRAILS WEST ACE HDWE	EFT:	36.72
12/2021	007088	00 01/19/2022	001-6130-461.46-01	AMERICAN RED CROSS	EFT:	680.00
12/2021	007089	00 01/19/2022	001-6130-461.46-01	AMERICAN RED CROSS	EFT:	760.00
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12/2021	007134	00 01/19/2022	501-4110-441.52-20	ZOOM.US 888-799-9666	EFT:	16.40
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		00 01/19/2022	501-4120-441.52-12		EFT:	1,241.99
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12/2021	007023	00 01/19/2022	501-4120-441.52-12	CASE PARTS COMPANY	EFT:	155.94
12/2021	007024	00 01/19/2022	501-4120-441.46-01	HERTZ TOLL 182775891	EFT:	6.31
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12/2021	007030	00 01/19/2022	501-4130-441.52-20	THE HOME DEPOT #2218	EFT:	66.65
12/2021	007031	00 01/19/2022	501-4130-441.52-31	STANION WHOLESALE -OL	EFT:	562.55
12/2021	007032	00 01/19/2022	501-4130-441.52-04	HERITAGE TRACTOR OLATHE	EFT:	23.32
12/2021	007033	00 01/19/2022	501-4130-441.52-20	AMZN MKTP US W88029EU3	EFT:	59.98
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531-4330-443.46-01

531-4330-443.52-09

531-4330-443.52-04

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VEND NO INVOICE NO	SEQ# VENDOR NAME VOUCHER P.O. NO NO	BNK CHECK/DUE DATE	ACCOUNT NO	ITEM DESCRIPTION	CHECK AMOUNT	EFT, EPAY OF HAND-ISSUED AMOUNT
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12/2021	007035	00 01/19/2022	501-4130-441.52-04	DITCH WITCH OLATHE	EFT:	1.05
12/2021	007037	00 01/19/2022	501-4130-441.52-12	FLEETPRIDE210	EFT:	9.17
12/2021	007038	00 01/19/2022	501-4130-441.52-12	TRAILS WEST ACE HDWE	EFT:	70.25
12/2021	007039	00 01/19/2022	501-4130-441.52-04	PREMIER TRUCK GROUP OF K	EFT:	130.95
12/2021	007040	00 01/19/2022	501-4130-441.52-12	TOMPKINS INDUSTRIES- INC	EFT:	4.85
12/2021	007041	00 01/19/2022	501-4130-441.52-12	TRAILS WEST ACE HDWE	EFT:	2.56
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12/2021	007043	00 01/19/2022	501-4130-441.52-12	AMZN MKTP US PROCW3SO3	EFT:	49.85
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12/2021	007054	00 01/19/2022	521-4220-442.47-04	THE UPS STORE 5784	EFT:	48.00
12/2021	007055	00 01/19/2022	521-4220-442.47-04	THE UPS STORE 5784	EFT:	47.47
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12/2021	007061	00 01/19/2022	521-4230-442.52-12	THE HOME DEPOT #2218	EFT:	59.96
12/2021	007062	00 01/19/2022	521-4230-442.46-01	WWETT REG	EFT:	35.00
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12/2021	007073	00 01/19/2022	531-4320-443.52-05	ORSCHELN FARM AND HOME ST	EFT:	9.31
12/2021	007074	00 01/19/2022	531-4320-443.43-02	OREILLY AUTO PARTS 354	EFT:	31.98
12/2021	007075	00 01/19/2022	531-4320-443.43-02	SAMSCLUB #8208	EFT:	486.97
12/2021	007076	00 01/19/2022	531-4320-443.52-12	TRAILS WEST ACE HDWE	EFT:	27.98
12/2021	007077	00 01/19/2022	531-4320-443.52-01		EFT:	314.88
12/2021	007078	00 01/19/2022	531-4320-443.52-01		EFT:	62.55
12/2021	007079	00 01/19/2022	531-4320-443.52-20		EFT:	7.70
12/2021	007080	00 01/19/2022	531-4320-443.52-12		EFT:	9.98
19/2021	007001	00 01/10/2022	E21 /200 //2 E0 01	NODDIC COLLDWENC COLLC	Tem .	10 00

NORRIS EQUIPMENT CO LLC

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WAL-MART #5307

EXPENDITURE APPROVAL LIST

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PROGRAM: GM339L AS OF: 01/21/2022 PAYMENT DATE: 01/21/2022

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CITY OF GARDNER									
VEND NO INVOICE NO	SEQ# VENDOR NAME VOUCHER P.O. NO NO	BNK CHECK/DUE DATE	ACCOUNT NO	ITEM DESCRIPTION	CHECK AMOUNT	EFT, EPAY OF HAND-ISSUED AMOUNT			
0004830	00 SECURITY BAN	IKCARD CENTER							
12/2021	006987	00 01/19/2022	551-4520-445.43-03	TRAILS WEST ACE HDWE	EFT:	90.54			
12/2021	007082	00 01/19/2022	551-4520-445.43-04	WINDTEK INC	EFT:	286.15			
12/2021	007083	00 01/19/2022	551-4520-445.43-03	ORSCHELN FARM AND HOME ST	EFT:	59.99			
12/2021	007084	00 01/19/2022	551-4520-445.52-20	TRAILS WEST ACE HDWE	EFT:	13.99			
12/2021	007085	00 01/19/2022	551-4520-445.43-02	CES 491	EFT:	62.14			
12/2021	006884	00 01/19/2022	601-1230-412.52-20	STAPLS7345479544000001	EFT:	50.25			
12/2021	006885	00 01/19/2022	601-1230-412.52-20	STAPLS7345479544000002	EFT:	10.99			
12/2021	006886	00 01/19/2022	601-1230-412.52-20	STAPLS7345479544001001	EFT:	10.99-			
12/2021	006887	00 01/19/2022	601-1230-412.52-20	STAPLS7345479544002001	EFT:	10.99			
12/2021	006891	00 01/19/2022	601-1230-412.46-01	PRICE CHOPPER #117	EFT:	47.71			
12/2021	006892	00 01/19/2022		AMAZON.COM 295IA87V3	EFT:	16.91			
12/2021	006893	00 01/19/2022	601-1230-412.46-01	WM SUPERCENTER #4475	EFT:	37.62			
12/2021	006894	00 01/19/2022	601-1230-412.46-01	WM SUPERCENTER #5307	EFT:	99.53			
12/2021	006895	00 01/19/2022	601-1230-412.46-01	WAL-MART #0577	EFT:	25.00			
12/2021	006896	00 01/19/2022	601-1230-412.46-01	HOBBY-LOBBY #0075	EFT:	7.96			
12/2021	006897	00 01/19/2022	601-1230-412.46-01	PARTY CITY 938	EFT:	12.00			
12/2021	006898	00 01/19/2022	601-1230-412.46-01	LA CARRETA	EFT:	600.00			
12/2021	006899	00 01/19/2022	601-1230-412.46-01	WAL-MART #4475 SE2	EFT:	3.95-			
12/2021	006900	00 01/19/2022	601-1230-412.46-01	WM SUPERCENTER #4475	EFT:	7.41-			
12/2021	006901	00 01/19/2022	601-1230-412.46-01	PARTY CITY 938	EFT:	6.00-			
12/2021	006903	00 01/19/2022	601-1230-412.31-15	PRICE CHOPPER #117	EFT:	301.16			
12/2021	006911	00 01/19/2022	602-1340-413.47-05	AMAZON WEB SERVICES	EFT:	1.11			
12/2021	006912	00 01/19/2022	602-1340-413.52-06	MICRO CENTER #191 RETAIL	EFT:	1,999.96			
12/2021	006913	00 01/19/2022	602-1340-413.52-06	MICRO CENTER #191 RETAIL	EFT:	3,499.99			
12/2021	006914	00 01/19/2022	602-1340-413.52-06	AMAZON.COM 6M6C36CX3 AMZN	EFT:	129.97			
12/2021	006915	00 01/19/2022	602-1340-413.52-06	AMZN MKTP US HR4CH0013	EFT:	8.99			
12/2021	006916	00 01/19/2022	602-1340-413.52-06	AMZN MKTP US BR0FV94V3	EFT:	73.98			
12/2021	006917	00 01/19/2022	602-1340-413.52-06	AMAZON.COM ZT21H6H33 AMZN	EFT:	36.79			
12/2021	006918	00 01/19/2022	602-1340-413.52-06	AMAZON.COM NA6ND4MR3 AMZN	EFT:	209.99			
12/2021	006919	00 01/19/2022	602-1340-413.52-06		EFT:	39.98			
12/2021	006920	00 01/19/2022	602-1340-413.52-06	AMZN MKTP US XG5JD5H23	EFT:	467.49			
12/2021	006921	00 01/19/2022	602-1340-413.52-06	MICRO CENTER #191 RETAIL	EFT:	40.93			
12/2021	007006	00 01/19/2022	603-3150-431.52-01	TRAILS WEST ACE HDWE	EFT:	6.99			
12/2021	007007	00 01/19/2022	603-3150-431.52-01	CES 491	EFT:	376.00			
12/2021	007008	00 01/19/2022	603-3150-431.52-01	FRONTIERLIGHTING COM - MO	EFT:	287.10			
12/2021	007009	00 01/19/2022	603-3150-431.52-01	FASTENAL COMPANY 01KSKA3	EFT:	375.99			
12/2021	007010	00 01/19/2022	603-3150-431.52-01	FASTENAL COMPANY 01KSKA3	EFT:	375.99			
12/2021	007012	00 01/19/2022	603-3150-431.52-01	AMZN MKTP US F44V206E3	EFT:	9.95			
12/2021	007012	00 01/19/2022	603-3150-431.52-01	ZORO TOOLS INC	EFT:	363.96			
12/2021	007014	00 01/19/2022	603-3150-431.52-01	FASTENAL COMPANY 01KSKA3	EFT:	375 . 99-			
12/2021	006904	00 01/19/2022	604-1320-413.52-20	STAPLS7344731762000001	EFT:	126.99			
12/2021	006905	00 01/19/2022	604-1320-413.52-20	STAPLS7344731762000001	EFT:	3.29			
12/2021	006905	00 01/19/2022	604-1320-413.52-20	STAPLS7344751702000002 STAPLS7346168225000001	EFT:	231.85			
12/2021	006907	00 01/19/2022	604-1320-413.52-20	STAPLS7346100223000001 STAPLS7346517731000001	EFT:	108.99			
12/2021	006908	00 01/19/2022		STAPLS73469517731000001 STAPLS7346953623000001	EFT:	36.49			
12/2021	000300	00 01/19/2022	604-1320-413.52-20	PIRE CURE CONTROL TO A CONTROL OF THE CONTROL OF TH	Efl.	30. 1 3			

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EXPENDITURE APPROVAL LIST

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PROGRAM: GM3391. AS OF: 01/21/2022 PAYMENT DATE: 01/21/2022

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VEND NO INVOICE NO	 SEQ#	VENDOR NAME VOUCHER P.O. NO NO	BNK CHECK/DUE DATE	ACCOUNT NO	ITEM DESCRIPTION	CHECK AMOUNT	EFT, EPAY OR HAND-ISSUED AMOUNT
0004830	00	SECURITY BAN	KCARD CENTER				
12/2021		007093	00 01/19/2022	702-6110-461.54-52	WAL-MART #5307	EFT:	29.80
12/2021		007095	00 01/19/2022	702-6110-461.54-52	PRICE CHOPPER #117	EFT:	31.64
12/2021		007096	00 01/19/2022	702-6110-461.54-52	WM SUPERCENTER #5307	EFT:	32.94
12/2021		007106	00 01/19/2022	702-6110-461.54-52	AMZN MKTP US H661I6IJ3	EFT:	9.99
12/2021		007107	00 01/19/2022	702-6110-461.54-51	AMZN MKTP US IV8SI2JP3	EFT:	124.32
12/2021		007110	00 01/19/2022	702-6110-461.54-52	AMZN MKTP US R53091CD3	EFT:	6.99
12/2021		007114	00 01/19/2022	702-6110-461.54-52	WM SUPERCENTER #5307	EFT:	14.82
12/2021		007116	00 01/19/2022	702-6110-461.54-52	WM SUPERCENTER #5307	EFT:	38.28
12/2021		007119	00 01/19/2022	702-6110-461.54-52	WAL-MART #5307	EFT:	13.86-
0000160	0.0	GUALDIEE CODY	CENTED TAIC		VENDOR TOTAL *	.00	47,478.50
0000160	00	SHAWNEE COPY		001 0110 401 47 00	DIIGINEGG GADDG		71 00
128842		000105	00 01/21/2022	001-2110-421.47-02	BUSINESS CARDS	EFT:	71.00
128843		000105	00 01/21/2022	001-2110-421.47-02	BUSINESS CARDS	EFT:	76.00
128854		000105	00 01/21/2022	001-2110-421.47-02	BUSINESS CARDS	EFT:	113.24
000000	0.0	CMTMII DANIA			VENDOR TOTAL *	.00	260.24
0099999 000062781	00	SMITH, DANA UT	00 01/14/2022	501-0000-229.00-00	MANUAL CHECK	217.65	
					VENDOR TOTAL *	217.65	
0001566	00	STAPLES BUSI	NESS ADVANTAGE				
8064755595		000106	00 01/21/2022	001-1310-413.52-20	COPY PAPER	EFT:	41.99
8064825248		000106	00 01/21/2022	001-1310-413.52-20	OFFICE SUPPLIES	EFT:	211.72
8064755595		000106	00 01/21/2022	604-1320-413.52-20	COPY PAPER	EFT:	377.91
					VENDOR TOTAL *	.00	631.62
0004785	00	SUMNERONE, I		FO1 4110 441 42 00	MONIMUT W. D.T. I. T.M.	Titoria.	10.06
3101889		007203	00 01/21/2022	501-4110-441.43-02	MONTHLY BILLING	EFT:	42.06
3095711 3094447		000103	00 01/20/2022	602-1340-413.43-02	MONTHLY BILLING	EFT:	212.73
3094447		000105	00 01/21/2022	602-1340-413.43-02	MONTHLY BILLING	EFT:	64.15
0004492	0.0	CUDEDION II			VENDOR TOTAL *	.00	318.94
0004482 342533	00	SUPERION, LL PI0041 007874	00 01/06/2022	602-1340-413.47-05	ANNUAL FEE 2022	EFT:	8,401.45
						00	0 401 4E
0001178	00	TFMCOMM, INC	I •		VENDOR TOTAL *	.00	8,401.45
218549		000118	00 01/21/2022	501-4120-441.43-02	RADIO REPAIR	EFT:	404.00
0000000	0.0	1103 DT 110 DO	\ T F		VENDOR TOTAL *	.00	404.00
0000238 843106	00	USA BLUE BOO	00 01/20/2022	521-4220-442.52-13	DECHLORINATION TABLETS	EFT:	210.36
					VENDOR TOTAL *	.00	210.36
0001126	00		EENING SOLUTIONS				
213662 213662		007194 007194	00 01/21/2022 00 01/21/2022	601-1230-412.31-15 601-1230-412.31-15	ANNUAL MVR'S POST OFFER BACKGROUND CK	EFT:	2,638.50 164.00

VENDOR TOTAL *

PREPARED 01/21/2022, 8:43:26 PROGRAM: GM339L

EXPENDITURE APPROVAL LIST

AS OF: 01/21/2022 PAYMENT DATE: 01/21/2022

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CITY OF GARDNER

VEND NO INVOICE NO	SEQ# VENDOR NAME VOUCHER P.O. NO NO	BNK CHECK/DUE DATE	ACCOUNT NO	ITEM DESCRIPTION	CHECK AMOUNT	EFT, EPAY OR HAND-ISSUED AMOUNT
0001126	00			HAND ISSUED TOTAL ***		71,258.89

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00 BILLAM & HENDERSON, LLC

00 BILLIE JEAN DENISE PETERSON

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00 BLACK HILLS ENERGY

EXPENDITURE APPROVAL LIST

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PROGRAM: GM339L AS OF: 01/28/2022 PAYMENT DATE: 01/28/2022

PI0055 007391 00 01/20/2022 130-3130-431.62-04 PROFESSIONAL SERVICES

00 01/28/2022 001-1330-413.31-02 PRO TEM

00 01/28/2022 001-0000-207.10-20 REFUND OVERPAYMENT

PROGRAM: GM339L

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VEND NO INVOICE NO		VENDOR NAME VOUCHER P.O. NO NO	BNK CHECK/DUE DATE	ACCOUNT NO	ITEM DESCRIPTION	CHECK AMOUNT	EFT, EPAY OR HAND-ISSUED AMOUNT
0002582	00	AMINO BROTHE	RS CO INC				
PAY APP 4				130-3130-431.62-04	CONTRACTED WORK	EFT:	31,682.11
			_		VENDOR TOTAL *	.00	31,682.11
0001986	0.0	ANIXTER, INC		FO1 4120 441 FO 21	MA HID TAL C		614 70
5161329-02		000124	00 01/28/2022			EFT:	614.70
5076311-01		000124	00 01/28/2022	501-4130-441.52-31		EFT:	174.72
5189722-01		000124	00 01/28/2022	501-4130-441.52-31		EFT:	188.52
5189722-00)	000124	00 01/28/2022	501-4130-441.52-31	MATERIALS	EFT:	2,835.12
0005014	0.0	3 MM T G G G G D 3 G			VENDOR TOTAL *	.00	3,813.06
0005014 19456	00	ATTIC STORAG	00 01/28/2022	001-6110-461.44-02	MONTHLY RENT	EFT:	870.00
					VENDOR TOTAL *	.00	870.00
0003515	00		TERMINATORS INC				
2327777		000122	00 01/28/2022	603-3150-431.31-15		EFT:	49.44
2327770		000122	00 01/28/2022	603-3150-431.31-15		EFT:	29.87
2327770		000122	00 01/28/2022	603-3150-431.31-15	PEST CONTROL	EFT:	29.87
2327764		000123	00 01/28/2022	603-3150-431.31-15	PEST CONTROL	EFT:	39.14
2327769		000123	00 01/28/2022	603-3150-431.31-15	PEST CONTROL	EFT:	28.84
2327763		000123	00 01/28/2022	603-3150-431.31-15	PEST CONTROL	EFT:	39.14
2327772		000123	00 01/28/2022	603-3150-431.31-15	PEST CONTROL	EFT:	58.71
2327765		000123	00 01/28/2022	603-3150-431.31-15	PEST CONTROL	EFT:	48.44
2327767		000123	00 01/28/2022	603-3150-431.31-15	PEST CONTROL	EFT:	49.44
2327775		000123	00 01/28/2022	603-3150-431.31-15	PEST CONTROL	EFT:	28.84
2327774		000123	00 01/28/2022	603-3150-431.31-15	PEST CONTROL	EFT:	25.75
2327771		000123	00 01/28/2022	603-3150-431.31-15	PEST CONTROL	EFT:	39.14
2327772		000123	00 01/28/2022	603-3150-431.31-15	PEST CONTROL	EFT:	58.71
2327773		000124	00 01/28/2022	603-3150-431.31-15	PEST CONTROL	EFT:	49.44
2327766		000124	00 01/28/2022	603-3150-431.31-15	PEST CONTROL	EFT:	96.00
2327776		000124	00 01/28/2022	603-3150-431.31-15	PEST CONTROL	EFT:	28.84
0001405	0.0	DECE TATEL CA	DE		VENDOR TOTAL *	.00	699.61
0001405	00	BEST LAWN CA		FO1 4110 441 21 1F	MODITAG	TITE -	1 000 00
GEC103121		007223	00 01/28/2022	501-4110-441.31-15	MOWING	EFT:	1,280.00
GEC113021		007223	00 01/28/2022	501-4110-441.31-15	MOWING	EFT:	605.00
0001772	0.0	DIIG DIIGDEG			VENDOR TOTAL *	.00	1,885.00
0001773	00	BHC RHODES	00 01/00/0000	120 2120 421 62 04			F07 F0

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VEND NO INVOICE NO		VENDOR 1 VOUCHER P NO		BNK CHECK/DUE DATE	ACCOUNT NO	ITEM DESCRIPTION	CHECK AMOUNT	EFT, EPAY OR HAND-ISSUED AMOUNT
0002847		BLACK H			FO1 4100 441 01 1F			0.660.04
4848285043	-U12	ZUUU1Z4		00 01/28/2022	501-4120-441.31-15	MONIHLY BILLING	EFT:	2,668.84
0000347	0.0	BURNS &	MCDO	NNFTT		VENDOR TOTAL *	.00	2,668.84
104290-38					130-3130-431.62-04	PROFESSIONAL SERVICES	EFT:	24,090.76
0000414	0.0	~				VENDOR TOTAL *	.00	24,090.76
0000414 PAY APP 3				TRIC LINE BUILDE 00 01/25/2022	ERS INC. 130-3130-431.62-19	CONTRACTED WORK	63,480.60	
0005061	0.0			CIDIO COLL CODD		VENDOR TOTAL *	63,480.60	
0005061 31514074 0				CHNOLOGY CORP 00 01/28/2022	602-1340-413.46-01	ECIVIS GRANT DATABASE	EFT:	2,850.00
000000	0.0	G1111 TE 1				VENDOR TOTAL *	.00	2,850.00
0099999 101108	00	CAYLIE 1	R TAG.		001-0000-228.30-00	BOND REFUND	250.00	
						VENDOR TOTAL *	250.00	
0005187 S0001744	00	CCL SUP: 007205	ЬГА	00 01/28/2022	531-4320-443.52-13	ENZYMES	EFT:	1,180.88
						VENDOR TOTAL *	.00	1,180.88
0000001 313607125 313239127 313440714 313696625	0122 0122 0122	CENTURY: 000124 000128 000124 000124		00 01/28/2022 00 01/28/2022 00 01/28/2022 00 01/28/2022	001-6110-461.40-03 531-4320-443.40-03 551-4520-445.40-03 602-1340-413.40-03	MONTHLY BILLING	163.30 280.46 214.25 61.37	
000000	0.0	2522				VENDOR TOTAL *	719.38	
0099999 000067977	00	CFSS UT		00 01/20/2022	501-0000-229.00-00	MANUAL CHECK	358.85	
0005100	0.0	CITA DEED	COMM	INIT CARTONIC		VENDOR TOTAL *	358.85	
0005198 0241458012	00 122	000125	COMM	UNICATIONS 00 01/28/2022	602-1340-413.47-05	MONTHLY BILLING	EFT:	950.00
0000429	00	CINTAS	FIRE :	PROTECTION		VENDOR TOTAL *	.00	950.00
8405490420 8405490420 8405490420 8405490420 8405490420		007223 007223 007223 007223 007223		00 01/28/2022 00 01/28/2022 00 01/28/2022 00 01/28/2022 00 01/28/2022	501-4120-441.31-15 501-4130-441.31-15 521-4230-442.31-15 531-4320-443.31-15 531-4330-443.31-15	MONTHLY BILLING MONTHLY BILLING MONTHLY BILLING MONTHLY BILLING MONTHLY BILLING	EFT: EFT: EFT: EFT:	103.75 320.19 137.11 185.37 137.11
0004055	0.0	CTIT CDT	TIC T	T.C.		VENDOR TOTAL *	.00	883.53
0004955 219801	00	CIVICPLE PI0061 0		00 01/22/2022	602-1340-413.47-05	ANNUAL FEE	EFT:	17,138.12
0099999	00	DANIEL 1	R REI	FF		VENDOR TOTAL *	.00	17,138.12

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PROGRAM: GM339L AS OF: 01/28/2022 PAYMENT DATE: 01/28/2022

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NO NO NO DATE NO DESCRIPTION AMOUNT AMOUNT 0099999 00 DANIEL R REIFF 100958 000122 00 01/28/2022 001-0000-207.10-20 RESTITUTION 83.00 VENDOR TOTAL * 83.00 007207 00 01/28/2022 001-3116-431.53-02 UNIFORMS 007206 00 01/28/2022 001 3100 421 - 1 0001557 00 DATCO, INC 212668 100.00 007206 00 01/28/2022 001-3120-431.53-02 UNIFORMS 120.00 212668 VENDOR TOTAL * 220.00 0004096 00 DESIGN 4 SPORTS 37428 000124 00 01/28/2022 001-6120-461.53-02 UNIFORMS EFT: 339.00 VENDOR TOTAL * .00 339.00 0099999 00 DESTYNEE RENEE GLENN 101075 000122 00 01/28/2022 001-0000-228.30-00 BOND REFUND 5.00 5.00 VENDOR TOTAL * 0002956 00 FASTENAL CO. KSKA3145866 000128 00 01/28/2022 501-4120-441.52-12 HARDWARE KSKA3145789 000128 00 01/28/2022 501-4120-441.52-12 HARDWARE KSKA3145826 000128 00 01/28/2022 501-4130-441.52-12 HARDWARE KSKA3145893 000128 00 01/28/2022 531-4320-443.52-01 HARDWARE EFT: EFT: EFT: EFT: 7.26 91.44 8.88 6.00 .00 113.58 VENDOR TOTAL * 0000086 00 GALLS, LLC 020263883 000124 00 01/28/2022 001-2120-421.53-02 UNIFORMS 020222012 000124 00 01/28/2022 001-2120-421.53-02 UNIFORMS 020209778 000124 00 01/28/2022 001-2120-421.53-02 UNIFORMS EFT: 305.82 EFT: 230.96 EFT: 105.00 .00 VENDOR TOTAL * 641.78 0003739 00 HAWKINS, INC. 6096896 000124 00 01/28/2022 531-4320-443.52-13 CHEMICAL FOR CLEANING PIP EFT: 1,291.50 .00 1,291.50 VENDOR TOTAL * 0002095 00 HDR ENGINEERING, INC 1200404688 PI0062 007570 00 01/26/2022 001-3130-431.31-10 ENGINEERING SERVICES EFT: 313.30 .00 313.30 VENDOR TOTAL * 0000463 00 HOLIDAY CONTRACTING, INC. PI0059 007858 00 01/24/2022 001-3130-431.31-10 MEADOWBROOK PARK EFT: 17,721.29 01242022 .00 17,721.29 VENDOR TOTAL * 0002906 00 HOLOPIREK, ADRAINA 000063 00 01/14/2022 001-6105-461.46-01 PER DIEM CHECK #: 129964 01062022 203.01-.00 VENDOR TOTAL * 203.01-0000102 00 ICMA RETIREMENT TRUST - 457 684286 000130 00 01/27/2022 721-0000-202.03-04 CONTRIBUTIONS CHECK #: 101 9,349.03 VENDOR TOTAL * .00 9,349.03 0000274 00 INDUSTRIAL SALES COMPANY, INC.

PREPARED 01/28/2022, 8:56:34 EXPENDITURE APPROVAL LIST PAGE 4
PROGRAM: GM339L AS OF: 01/28/2022 PAYMENT DATE: 01/28/2022
CITY OF GARDNER

VEND NO SEQ# VENDOR NAME

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NO NO NO DATE NO DESCRIPTION AMOUNT AMOUNT 0000274 00 INDUSTRIAL SALES COMPANY, INC. 1113748-000 000128 00 01/28/2022 501-4120-441.52-12 PVC EFT: 37.42 1113822-000 000128 00 01/28/2022 521-4230-442.52-20 WIRE MESH EFT: 154.48 VENDOR TOTAL * .00 191.90 0000529 00 INLAND TRUCK PARTS & SERVICE 65.36 EFT: IN-1055017 000124 00 01/28/2022 521-4230-442.43-05 SEAT AIR BAG VENDOR TOTAL * .00 65.36 0004859 00 JACKSON LEWIS 7925896 007222 00 01/28/2022 001-1140-411.31-02 PROFESSIONAL SERVICES EFT: 365.00 VENDOR TOTAL * .00 365.00 0005204 00 JOHNSON COUNTY GAZETTE 10769 007208 00 01/28/2022 001-1140-411.46-05 ADVERTISING EFT: 60.00 VENDOR TOTAL * .00 60.00
 0002919
 00
 JOHNSON COUNTY MOTOR VEHICLE

 721CGW 2022
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 00 01/28/2022
 501-4130-441.31-15
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 952ESH 2022
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 734BPD 2022
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 012EQX 2022
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 VENDOR TOTAL * 156.75

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0002671 00 KANSAS GAS SERVICE
105901600 1221 007222 00 01/28/2022 551-4520-445.40-04 MONTHLY BILLING .00 59,500.79 631.71 EFT: 292.35 02-266767 007219 00 01/28/2022 001-6120-461.43-02 MOWER PARTS VENDOR TOTAL * .00 292.35 0000805 00 KMGA GAS SUPPLY OPERATING FUND

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INVOICE VOUCHER P.O. BNK CHECK/DUE ACCOUNT ITEM CHECK HAND-ISSUED
NO NO NO DATE NO DESCRIPTION AMOUNT AMOUNT 0000805 00 KMGA GAS SUPPLY OPERATING FUND KMGA-GA-2021-12007218 00 01/28/2022 501-4120-441.41-50 MONTHLY BILLING EFT: 35.00 VENDOR TOTAL * .00 35.00 0002489 00 KPERS 1630610 000131 00 01/28/2022 721-0000-202.03-05 012722 PAY PERIOD CHECK #: 112 691.24 1630612 000132 00 01/28/2022 721-0000-202.03-01 012722 PAY PERIOD CHECK #: 112 43,119.94 VENDOR TOTAL * .00 43,811.18 0002490 00 KPF 0002490 00 RPF 1630613 000133 00 01/28/2022 721-0000-202.03-02 012722 PAY PERIOD CHECK #: 113 29,089.53 1630611 000135 00 01/28/2022 721-0000-202.03-05 012722 PAY PERIOD CHECK #: 113 78.94 .00 29,168.47 VENDOR TOTAL * 0005193 00 LENOVO UNITED STATES EFT: 8,137.50 6459615737 PI0060 007884 00 01/06/2022 602-1340-413.52-06 LAPTOPS VENDOR TOTAL * .00 8,137.50 0005186 00 LINDE GAS & EQUIPMENT EFT: EFT: 68403624 000124 00 01/28/2022 001-3116-431.44-02 CYLINDER RENTAL 67548411 007222 001/28/2022 001-3116-431.44-02 CYLINDER RENTAL 53.06 176.65 .00 229.71 VENDOR TOTAL * 00 LLOYD HAROLD 0001368 EFT: 1,116.40 1563 000128 00 01/28/2022 531-4320-443.52-12 SUB MEGS VENDOR TOTAL * .00 1,116.40 0000233 00 MAXIMUM LAWN CARE 000124 00 01/28/2022 001-2110-421.31-15 SNOW REMOVAL SALT EFT: 1,099.00 16227 1,099.00 .00 VENDOR TOTAL * 00 MEGAN NICOLE RICHARDS 0099999 000120 00 01/28/2022 001-0000-207.10-11 REFUND OVERPAYMENT 1.00 000121 00 01/28/2022 001-0000-349.01-00 REFUND OVERPAYMENT 119.00 1.00 104432 104432 VENDOR TOTAL * 120.00 0003579 00 MID-STATES MATERIALS LLC 000124 00 01/28/2022 521-4230-442.52-12 LATERAL 372.32 113780 VENDOR TOTAL * 372.32 00 MISSION COMMUNICATIONS, LLC 0001382 007220 00 01/28/2022 531-4320-443.31-15 RADIO SERVICES WWTP ALARM EFT: 563.40 1053469 .00 563.40 VENDOR TOTAL * 0003872 00 MOZINGO LAW FIRM, LLC 101599 007223 00 01/28/2022 001-1330-413.31-02 COURT APPOINTED ATTORNEY EFT: 90.00 102732 007223 00 01/28/2022 001-1330-413.31-02 COURT APPOINTED ATTORNEY EFT: 84.00 102225 007223 00 01/28/2022 001-1330-413.31-02 COURT APPOINTED ATTORNEY EFT: 84.00 71561 007223 00 01/28/2022 001-1330-413.31-02 COURT APPOINTED ATTORNEY EFT: 138.00 71331 007223 00 01/28/2022 001-1330-413.31-02 COURT APPOINTED ATTORNEY EFT: 90.00

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00 01/28/2022 001-1330-413.31-15 SUPPORT

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00 RENAISSANCE INFRASTRUCTURE CONSULT

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71331		000128	00 01/28/2022	001-1330-413.31-02	COURT APPOINTED ATTORNEY	EFT:	30.00
0005005	0.0	MIINIT OT DATE OF			VENDOR TOTAL *	.00	660.00
0005205 2022-01-02	00	000127	ONSULTING, LLC 00 01/28/2022	001-1305-413.31-15	COST BENEFIT ANALYSIS	EFT:	400.00
	2.0				VENDOR TOTAL *	.00	400.00
0000132 IN-199250	00	NATIONAL SIG	GN CO., INC. 00 01/28/2022	521-4230-442.52-20	TRAFFIC CONE	EFT:	146.75
IN-199250			00 01/28/2022	531-4330-443.52-20	TRAFFIC CONE	EFT:	146.75
					VENDOR TOTAL *	.00	293.50
0000142	00	OLATHE WINWA		F01 4020 440 F0 20	MA TED TAT C	• ग ज्जन	060 00
167927 00 164512 04		000124 000124	00 01/28/2022 00 01/28/2022	521-4230-442.52-32 521-4230-442.52-12	MATERIALS MATERIALS	EFT: EFT:	960.00 295.00
168407 00		000124	00 01/28/2022	521-4230-442.52-12	MATERIALS MATERIALS	EFT:	300.00
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168386 00		000124	00 01/28/2022	521-4230-442.52-12	MATERIALS	EFT:	1,935.00
168549 00		000124	00 01/28/2022	521-4230-442.52-32	SADDLES	EFT:	895.00
168642 00		000128	00 01/28/2022	521-4230-442.52-32	METER SETTERS	EFT:	400.00
168302 00		000124	00 01/28/2022	531-4330-443.52-12	MATERIALS	EFT:	1,545.00
	2.0				VENDOR TOTAL *	.00	7,410.00
0099999 000065779	00	ORMORD, JOEL UT	L 00 01/24/2022	501-0000-229.00-00	FINAL BILL REFUND	15.70	
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0001569 INV0310517	00 0	PAYCOR, INC 000134	00 01/26/2022	001-1310-413.31-15	PAYROLL SERVICES	CHECK #: 107	556.71
					VENDOR TOTAL *	.00	556.71
0003125	00	PHOENIX FIRE					
304917		000124	00 01/28/2022	603-3150-431.31-15	ANNUAL TESTING	EFT:	742.50
0099999	0.0	RD JOHNSON E	₽∇₽₹₩₽₽₩₽		VENDOR TOTAL *	.00	742.50
000066803	00	UT	00 01/24/2022	501-0000-229.00-00	FINAL BILL REFUND	70.02	
					TIENTOOD MOMAT 4	70.00	

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CITY OF GARDNER

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0004625	00	RENAISSANCE	INFRASTRUCTURE (CONSULT			
21-1030					PROFESSIONAL SERVICES	EFT:	2,611.77
2222160	2.0		- ~		VENDOR TOTAL *	.00	2,611.77
0000160 128870	00	SHAWNEE COPY	CENTER INC. 00 01/28/2022	001-6105-461.47-02	DISTRESS CARDS		72 50
128869		000125 000125	00 01/28/2022	001-6105-461.47-02		EFT: EFT:	72.50 72.50
120007		000125	00 01/20/2022	001 0103 401.47 02			
0001709	00	SPRINT			VENDOR TOTAL *	.00	145.00
403233312		007223	00 01/28/2022	001-1120-411.40-03	MONTHLY BILLING	EFT:	115.11
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403233312	-241	007223	00 01/28/2022	001-3110-431.40-03	MONTHLY BILLING	EFT:	58.15
403233312	-241	007223	00 01/28/2022	001-3116-431.40-03	MONTHLY BILLING	EFT:	26.96
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403233312		007223	00 01/28/2022	501-4130-441.40-03	MONTHLY BILLING	EFT:	190.31
403233312 403233312		007223 007223	00 01/28/2022 00 01/28/2022	521-4220-442.40-03 521-4220-442.40-03	MONTHLY BILLING MONTHLY BILLING	EFT:	113.70 10.00
403233312		007223	00 01/28/2022	521-4230-442.40-03	MONTHLY BILLING MONTHLY BILLING	EFT: EFT:	36.96
403233312		007223	00 01/28/2022	531-4320-443.40-03	MONTHLY BILLING	EFT:	120.66
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403233312		007223	00 01/28/2022	602-1340-413.40-03	MONTHLY BILLING	EFT:	857.14
403233312		007223	00 01/28/2022	603-3150-431.40-03	MONTHLY BILLING	EFT:	38.37
403233312			00 01/28/2022	604-1320-413.40-03		EFT:	170.31
					VENDOR TOTAL *	.00	3,135.61
0001566	00		NESS ADVANTAGE	001 0110 401 50 00			016 00
806490134		000125	00 01/28/2022	001-2110-421.52-20		EFT:	216.82
806482525	9	000125	00 01/28/2022	001-2110-421.52-20	SUPPLIES	EFT:	196.72
0004505	0.0	~			VENDOR TOTAL *	.00	413.54
0004785 3103821	00	SUMNERONE, I	NC 00 01/28/2022	602-1340-413.43-02	MONTHLY BILLING	EFT:	284.69
					VENDOR TOTAL *	.00	284.69
0005050	00	TRITECH SOFT	WARE SYSTEMS		: ==:=		
344109		000124	00 01/28/2022	602-1340-413.47-05	CONSULTING SERVICES	EFT:	1,530.00
0001000	0.0	IIDO CECODE "E	704		VENDOR TOTAL *	.00	1,530.00
0001298 283	00	UPS STORE #5	00 01/28/2022	501-4130-441.47-04	SHIPPING	99.70	

VENDOR TOTAL *

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CITY OF GARDNER

VEND NO INVOICE NO	SEQ#		BNK CHECK/DUE DATE	ACCOUNT NO	ITEM DESCRIPTION	CHECK AMOUNT	EFT, EPAY OR HAND-ISSUED AMOUNT
0003879 PAY APP 1	00	WALTERS EXCAN	VATING LLC 00 12/31/2021	531-4340-443.62-10	CONTRACTED WORK	EFT:	75,625.50
0005101	0.0	AIMDDINE ING			VENDOR TOTAL *	.00	75,625.50
0005191 9612198	00	4IMPRINT INC PI0058 007882	00 01/12/2022	001-1130-411.31-15	POWER CLIP	EFT:	676.10

VENDOR TOTAL * HAND ISSUED TOTAL ***

EFT/EPAY TOTAL ***

TOTAL EXPENDITURES ****

GRAND TOTAL **************

COUNCIL ACTION FORM CONSENT AGENDA ITEM NO. 3

MEETING DATE: FEBRUARY 7, 2022

STAFF CONTACT: GONZ GARCIA, UTILITIES DIRECTOR

Agenda Item: Consider authorizing the purchase of electric materials for New

Trails Parkway

Strategic Priority: Fiscal Stewardship

Infrastructure and Asset Management

Department: Utilities – Electric Distribution Division

Staff Recommendation:

Staff recommends authorizing the purchase of electric materials for New Trails Parkway from Anixter Inc.

Background/Description of Item:

The City of Gardner and Grata Development, LLC signed a development agreement which states the City will construct and purchase the materials for the electric infrastructure to serve Grata Development. The electric materials will provide a 3-phase underground primary electric line on the north side of new trails parkway from 177th St. to Treadway Apartments that will serve Treadway Apartments and future commercial development.

IFB Process:

City staff issued an Invitation for Bid for electric materials for New Trails Parkway. The invitation was published in *The Legal Record*, Drexel Technologies Plan Room, on the City's website, and also picked up by multiple plan rooms. Five (5) companies requested the bid documents and one company submitted a bid by the bid deadline. A second bid was received after the bid deadline, which was returned to the bidder unopened.

Vendor	Total Cost Tax Included		
Anixter Inc.	\$169,785.03		

Anixter Inc. meets all the specification requirements.

Financial Impact:

Funding for the project is available from the Electric 2022 Budget.

Attachments:

- Anixter Inc. Agreement and Bid
- New Trails Parkway Electric Layout Map

Staff Recommendation:

Authorize the City Administrator to execute the purchase of the electric materials for New Trails Parkway from Anixter Inc., in the amount of \$169,785.03 plus insurance and shipping charges.

AGREEMENT BETWEEN CITY AND VENDOR

This agreement ["Agreement"], is made as of this 14 day of January, 2022 by and between the City of Gardner, Kansas, [hereinafter "City"], and Arixfer INC, [hereinafter referred to as "Vendor"].

RECITALS

WHEREAS, pursuant to a request by City, Vendor has submitted a bid for Electric Materials for New Trails Parkway.

WHEREAS, City desires to purchase the Electric Materials for New Trails Parkway; and

WHEREAS, City and Vendor desire to state the terms and conditions for this Agreement.

NOW, THEREFORE, in consideration of the foregoing recitals and the mutual covenants contained herein, the parties hereto agree as follows:

AGREEMENT

1.0 Purpose.

Vendor will provide and deliver the Electric Material for New Trails Parkway, as requested by City and as outlined in Vendors response to said Bid. The parties agree that time is of the essence in Vendors performance of this Agreement.

2.0 Term of Agreement.

The term of this Agreement shall be from xxxx x, 2022 to xxxx x, 2022, unless terminated earlier in accordance with the provisions of <u>Article 2</u> below. In the event that the services rendered under this Agreement may extend beyond any one budget year, the continuation of this Agreement from year to year is contingent upon the approval of sufficient budgetary authority for the continuation of this Agreement by the Governing Body of the City in the establishment of its annual budget.

3.0 Termination.

City reserves the right to terminate this Agreement with a thirty (30) day written notice as a result of the failure of Vendor to provide acceptable goods or if City determines that goods can be better provided by in-house or other sources. In the event of termination of this Agreement as a result of a breach by Vendor, the City will not be liable for any fees and may, at its sole option, award an agreement for the same goods to another qualified Vendor to provide goods or the City may complete the work in-house.

4.0 Compensation and Prices.

4.1 City agrees to pay and Vendor agrees to accept as compensation for the services provided pursuant to this Agreement, payment in the amount identified within the table below, with the total including all services that Vendor has agreed to provide to City, along with the listed goods. The fees indicated within said table shall include all of Vendors time, labor, equipment, and supplies. Furthermore, the prices included within said table include all freight, inside delivery, fuel charges, and handling fees.

- 4.2 Payment shall be made by City only for goods provided and upon submission of a payment request upon delivery of goods.
- 4.3 All invoices should be sent to Bruce Baldwin.
- 4.4 Compensation table, Vendor to invoice the City for the following item(s) when described:
 - 1. Total \$/69,785.03 within Net 30-day payment terms
 - 2. Taxes, freight, and prepaid insurance, if applicable, to be added to invoice.

5.0 Cash Basis and Budget Laws.

The right of the City to enter into this Agreement is subject to the provisions of the Cash Basis Law (K.S.A. 10-1112 and 10-1113), the Budget Law (K.S.A. 79-2935), and other laws of the State of Kansas. This Agreement shall be construed and interpreted so as to ensure that the City shall at all times stay in conformity with such laws, and as a condition of this Agreement the City reserves the right to unilaterally sever, modify, or terminate this Agreement at any time if, in the opinion of its legal counsel, the Agreement may be deemed to violate the terms of such laws, or if mill levy funds generated are less than anticipated.

6.0 Indemnification.

To the fullest extent permitted by law, with respect to the performance of its obligations in this Contract or implied by law, and whether performed by Vendor or any permitted subcontractors hired by Vendor, the Vendor agrees to indemnify and hold harmless City, and its agents, servants, and employees from and against any and all claims, damages, and losses arising out of personal injury, death, or property damage, caused by the negligent or intentional acts, errors, or omissions of the Vendor or its subcontractors. Vendor shall also pay for City's reasonable attorneys' fees, expert fees, and costs incurred in the defense of such a claim.

7.0 Insurance.

- 7.1 The Vendor shall procure and maintain, at its expense, throughout the duration of this Agreement, insurance of such types and in at least such amounts as required herein from an insurance company licensed to do business in the State of Kansas. The following insurance coverages:
 - □ Workers' Compensation and Employer's Liability Demonstrate compliance with K.S.A. 44-532(b) including maintenance of insurance providing the statutory limits under the Kansas Workers Compensation Act; the Vendor shall also be protected against claims for injury, disease, or death of employees, which, for any reason, may not fall within the provisions of a worker's compensation law. This policy shall include an "all states" endorsement.

- Commercial General Liability for bodily injury and property damage liability claims with limits of not less than \$1,000,000 per occurrence and \$2,000,000 in the aggregate (If the vendor will be making on-site delivery); and
 Commercial Automobile Liability for bodily injury and property damage with limits of not less than \$1,000,000 each accident for all owned, non-owned and hired automobiles (If the vendor will be making on-site delivery); and
 Professional Liability The Vendor shall maintain Professional Liability insurance in an amount not less than \$500,000; and
- □ Products Liability Insurance The Vendor shall maintain Products Liability insurance in an amount not less than \$1,000,000.
- 7.2 The City shall be named as additional insured on such policies. Satisfactory certificates of insurance shall be filed with the City prior to starting any work on this Contract. The certificates shall state that thirty (30) days written notice will be given to the City before any policy coverage thereby is changed or canceled.
- 7.3 Industry Ratings The City will only accept coverage from an insurance carrier who offers proof that it:
 - 1) Is licensed to do business in the State of Kansas;
 - Carries a Best's policyholder rating of A or better;

AND

Carries at least a Class X financial rating.

OR

Is a company mutually agreed upon by the City and Vendor.

8.0 Conflict of Interest.

Vendor covenants that it presently has no interest and that it will not acquire any interest, direct or indirect, that represents a financial conflict of interest under state law or that would otherwise conflict in any manner or degree with the performance of its services hereunder, including under 31 U.S.C.S. Section 1352. Vendor further covenants that in the performance of this Agreement no person having any such interests shall be employed.

9.0 Nondiscrimination.

Vendor must comply with the Kansas Act Against Discrimination and if applicable, execute a Certificate of Nondiscrimination and Affirmative Action as provided in K.S.A. §44-1030. The Vendor further agrees that the Vendor shall abide by the Kansas Age Discrimination in Employment Act (K.S.A. 44-1111 et seq.) and the applicable provision of the Americans With Disabilities Act (42 U.S.C. 1201 et seq.) as well as all other federal, state and local laws, ordinances and regulations applicable to this project and to furnish any certification required by any federal, state or local governmental agency in connection therewith.

10.0 Facilities and Equipment.

Vendor shall furnish at its own cost and expense all labor, tools, equipment, materials, transportation, and any other accessories, services and facilities required to complete the provision of services and goods as designated, described in accordance with this Agreement, including any attached exhibits and any addendums to this Agreement. The City expressly denies responsibility for or ownership of any item purchased until the same is delivered to and accepted by the City.

11.0 Accessibility.

Vendor will comply with the Rehabilitation Act of 1973, as amended, Section 504, which prohibits discrimination against handicapped persons in employment services, participation and access to all programs receiving federal financial assistance. Vendor shall also comply with applicable requirements with the Americans with Disabilities Act (ADA), as amended, which is a federal anti-discrimination statute designed to remove barriers which prevent qualified individuals with disabilities from enjoying equal treatment by state and local governments and their agencies in employment practices and accessibility in public services and programs.

12.0 Records, Ownership and Inspection.

12.1 Ownership of Documents.

All documents prepared by Vendor in the performance of this Agreement, although instruments of professional service, are and shall be the property of City, whether the project for which they are made is executed or not.

12.2 Open Records.

In recognition of the City's obligations under the Kansas Open Records Act ("KORA"), Vendor acknowledges that this Agreement along with any reports and/or records provided pursuant to this Agreement are public documents and are subject to disclosure under KORA.

13.0 Independent Contractor.

It is the express intent of the parties that this Contract shall not create an employer-employee relationship. Employees of the Contractor shall not be deemed to be employees of the City and employees of the City shall not be deemed to be employees of the Contractor. The Contractor and the City shall be responsible to their respective employees for all salary and benefits. Neither the Contractor's employees nor the City's employees shall be entitled to any salary, wages, or benefits from the other party, including but not limited to overtime, vacation, retirement benefits, workers' compensation, sick leave or injury leave. Contractor shall also be responsible for maintaining worker's compensation insurance, unemployment insurance for its employees, and for payment of all federal, state, local and any other payroll taxes with respect to its employee's compensation.

14.0 Compliance with Laws.

The Vendor shall observe and comply with all applicable federal, state, and local laws, regulations, standards, ordinances or codes and shall be in compliance with all applicable licensure and permitting requirements at all times.

15.0 Assignment.

Neither party hereto shall assign, delegate, sublet, or transfer any interest in or duty under this Agreement without the prior written consent of the other, and no such transfer shall be of any force or effect whatsoever unless and until the other party shall have so consented. The subcontracting, assignment, delegation or transfer of the Services shall in no way relieve the Vendor of its primary responsibility for the quality and performance of such Services.

16.0 Confidentiality.

All reports and documents prepared by Vendor in connection with the performance of this Agreement are confidential until released by City to the public. Vendor shall not make any such documents or information available to any individual or organization not employed by Vendor or City without the written consent of City before any such release.

17.0 Notices.

All notices hereunder shall be given in writing and sent as follows:

To City: Bruce Baldwin 1450 E. Santa Fe Street Gardner, Kansas 66030

To Vendor: Anixter INC, Ryan Candes
4600 Kansas Ave
Kansas City, KS Uliole

18.0 Amendments.

- 18.1 This document represents the entire and integrated agreement between City and Vendor and supersedes all prior negotiations, representations, and agreements, either written or oral.
- 18.2 This document may be amended only by written instrument, signed by both City and Vendor.

19.0 No Third Party Beneficiaries.

City and Vendor specifically agree that this Agreement is not intended to create any third party beneficiary relationship nor to authorize anyone not a party to this Agreement to maintain a suit for personal injuries or property damage pursuant to the terms or provisions of this Agreement; the duties, obligations and responsibilities of the parties to this Agreement with respect to third parties shall remain as imposed by law.

20.0 Force Majeure.

City shall not be responsible for any delay or failure of performance resulting from fire, flood, other acts of God, vandalism, strike, labor dispute of a third party, domestic or international unrest, delay in receipt of supplies, energy shortage or failure, or any other cause beyond its reasonable control.

21.0 Titles.

The titles in this Agreement are solely for convenience of reference. They are not a part of this Agreement and shall have no effect on its construction or interpretation.

22.0 Negotiations.

City and Vendor agree that disputes relative to the project should first be addressed by negotiations between the parties. If direct negotiations fail to resolve the dispute, the party initiating the claim that is the basis for the dispute shall be free to take such steps as it deems necessary to protect its interests; provided, however, that notwithstanding any such dispute Vendor shall proceed with the work as per this Agreement as if no dispute existed; and provided further that no dispute will be submitted to arbitration without both parties' express written consent.

23.0 Costs and Attorneys Fees.

If on account of a continued default or breach by either party of such party's obligations under the terms of this agreement after any notice and opportunity to cure as may be required hereunder, it shall be necessary for the other party to employ one or more attorneys to enforce or defend any of such other party's rights or remedies hereunder, then, in such event, any reasonable amounts incurred by such other party, including but not limited to attorneys' fees, experts' fees and all costs, shall be paid by the breaching or defaulting party.

24.0 Severability.

If any term or portion of this Agreement is held to be invalid, illegal, or otherwise unenforceable by a court of competent jurisdiction, the remaining provisions of this Agreement shall continue in full force and effect.

25.0 Authority to Enter into Agreement.

Vendor has all requisite power and authority to conduct its business and to execute, deliver, and perform the Agreement. Each party warrants that the individuals who have signed this Agreement have the legal power, right, and authority to make this Agreement and to bind each respective party.

26.0 Incorporation of Appendices.

27.0 Entire Agreement.

This Agreement and the documents incorporated herein represents the entire agreement between the Parties hereto and any provision not contained herein shall not be binding upon either party, nor have any force or effect.

28.0 Governing Law and Venue.

This Agreement shall be governed by the laws of the State of Kansas and, in the event of litigation, the sole and exclusive venue shall be within the District Court of Johnson County, Kansas.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement on this XXth day of XXXXX, 2022

VENDOR
Authorized Agent (Insert Name, Title)
Admonized Agent (moort Name, They

EXHIBIT A - Bid

Bid # XXXX dated XX/XX/2022 by Vendor's Name.

and the

Technical Specifications

Manufacture	Description	Part#	Quantity		
OKONITE 4/0 AL OKONITE EPR Parallel		162-23-9037	5,000ft Total (5 reels @ 1,000ft per reel)		
CANTAX	4"X10' SCH40 PVC Conduit W/Bell End	A52EA12	5,000ft		
CANTAX	4"X90DX36" RAD SCH40 Bell End Elbow	5233842	90 90 15		
EATON COOPER	CAP INSULATING LB 15KV 200A WITH COND CUFF	215icc			
EATON COOPER	ELBOW JS 15KV 200A 4/0 STR	LEJ215CC09			
HIGHLINE	15 KV 200 AMP 3-PH FIBERGLASS CABINET	FSC5553DGJ412BW			
FEDERAL PACIFIC 15KV 95KV BIL 3PH FUSEABLE TAP DEAD FRONT SWITCHGEAD WITH SIX (6) FUSE MOUNTINGS FOR SMU-20 FUSES TWO (2) PER PHASE		FTDF-315-126PF-AJ20- B5-SB1	1		
S&C FP-3097 FUSE END FITTINGS			6		
S&C	SMU-20 FUSE 200E SLOW	602200	6		



PROPOSER'S AFFIDAVIT

This completed Proposer's Affidavit form must be submitted with the Proposer's Bid and will become a part of any agreement that may be awarded. This Proposer's Affidavit must be signed by an authorized representative. If the Proposal Signature Form is not signed by an authorized representative or submitted with the proposal, the proposal is considered non-responsive.

Please type or print:
Legal Name of Person, Firm or Corporation:
Address: 4600 Konsas Ave
City/State/Zip: Kansas city KS 66106
Contact Person: Ryan Landes
Phone: 913 213 7862 Email: ryan, landes Bankte, com
Federal ID #: 36-2361285
Type of Organization: □ Individual □ Small Business □ Non-profit □ Partnership ☆ Corporation □ Joint Venture
Attach copies of all such licenses, permits or certificates issued to the business entity.
The undersigned person by his/her signature affixed hereon warrants that: A. He/she is an officer of the organization. B. He/she has been specifically authorized to offer a bid in full compliance with all requirements, and conditions, as set for in this Invitation for Bid. C. The Proposer complies with all of the requirements of the Bid. D. The Proposer certifies all products and services in the bid meet or exceed all requirements of this specification as set forth in the Bid and that all exceptions are clearly identified. E. He/she received the following addenda to the Invitation to Bid (indicate number and date of each): Addendum No.: Dated: Addendum No.: Dated: Date: Date:
Authorized Signature: My July Date: 1/13/22
Subscribed and sworn to before me this 13th day of January, 2022 by Byen Landy
Louynnelly (seal, if any)
(Signature of Notary Public) RAEYONNA CRAIG
My commission expires: 07 28 2025 My Appt. Expires 01 28 2025



BID FORM

All Bid Pricing is to be in accordance with all General Conditions, Special Conditions, and Minimum Specifications as stated within this Request for Bid. Failure to complete the following form(s) shall result in your Bid being deemed non-responsive and rejected without any further evaluation.

Bid Tabulation -

Total Cost of Materials Tax Included

Authorized Signature:	Date: _///3/2Z
Name and Title: 2 year Landes On	
Subscribed and sworn to before me this 13th da	ay of January, 2222 by Ryun Lands
(Signature of Notary Public)	(seal, if any)
My commission expires: 07 28 2028	

RAEYONNA CRAIG
Notary Public-State of Kansas
My Appt. Expires 07 1/28 12 795

STATE OF Kansas COUNTY OF Wyando He)
Ryan Landes	, being first duly sworn deposes and says that:
(1) He is Ryan Landes of Bidder that has submitted the att	Antiske ENC , the ached Bid;
(2) He is fully informed respecting to pertinent circumstances respecti	the preparation and contents of the attached Bid and of all ng such Bid;
(3) Such Bid is genuine and is not a	collusive or sham bid;
employees of parties in interest connived, or agreed, directly or collusive or sham Bid in connect submitted or to refrain from bidd directly or indirectly, sought by a any other Bidder, firm or person the Bid price of any other Bidder	y of its officers, partners, owners, agents, representatives, including this affiant, has in any way colluded, conspired, indirectly with any other Bidder, firm or person to submit a ction with the Contract for which the attached Bid has been ling in connection with such contract, or has in any manner, agreement or collusion or communication or conference with to fix the price or prices or cost element of the Bid price or , or to secure through any collusion, conspiracy, connivance vantage against the City of Gardner, KS or any person act;
collusion, conspiracy, connivance	e attached Bid are fair and proper and are not tainted by any se or unlawful agreement on the part of the Bidder or any of ers, employees, or parties in interest, including this affiant.
	By: Anixer INC Ryon Landes
	Name: Rea Landes
	Title: Outside Sales
	Bidder: Anixer INC
Subscribed and sworn to before me	
Signature of Notary Public) My commission expires: D1 28	My Appt. Expires of Kansas My Appt. Expires of Kansas



4600 Kansas Ave. Kansas City, KS 66106

Phone: (913) 202-6945 Fax: (913) 281-7767

CUST #: 289

BILL TO: GARDNER CITY OF

PUBLIC WORKS DEPT. 1150 E SANTA FE ST GARDNER, KS 66030

QUOTE

MRXL	RMXL	NO	
SALES REP	TAKEN BY	FREIGHT OUT	
01/12/22	New Trails	1 of 1	
P.O. DATE	P.O. NUMBER	PAGE NO.	
	01/12/22	5181982-00	
ORDERED BY	QUOTE DATE	QUOTE NO.	



SHIP TO: GARDNER, CITY OF 1450 SANTA FE STREET GARDNER, KS 66030

INSTRUCTIONS		SHIP POINT		\	/IA SHIPPED			
		Anixter - cKc/3442			Best Way		Net 30	
PRODUCT AND	DESCRIPTION	ORDERED	во	SHIPPED	UM	PRICE		NET AMOUNT
1 162-23-9037		5000		5000	FT	8.77		43850.00
CABLE URD 15KV 4 2 A52EA12	06010	5000		5000	FT	7.96		39800.00
CONDUIT, 4 INCH 3 215ICC CAP INSU LB 15KV	39250	90	1001	90	EA	28.44		2559.60
4 LEJ215CC09		90		90	EA	29.95		2695.50
ELBOW JS 15KV 20 5 5233842	02219			30	EA	29.73		891.90
EL PVC 4"X90DX36 6 FSC5553DGJ412BW		15		15	EA	2780.90		41713.50
CABINET FBRGLS 3	OB5SB1	1		1	each	21071.91		21071.91
15KV 95KV 3PH DI 8 SMU-20	Lade Kont	6		6	each	251.68		1510.08
FUSE UNITS 9 DBU FUSE FUSE UNITS		6		6	each	166.29		997.74
9 Lines Total		Qty	Shipped Total	10238			Total Taxes Invoice Total	155090.23 14694.80 169785.03

W 175TH ST / SE1/4 W 183RD ST

PRELIMINARY PLAT & PLAN PRAIRIE TRACE

IN THE CITY OF GARDNER JOHNSON COUNTY, KANSAS

Proposed Zoning RP-1 Single Family Residential Gross Land Area RP-2 Single Family Residential Gross Land Area TOTAL GROSS LAND AREA RP-1 DENSITY RP-2 DENSITY

Regional Commercial and L Southeast Quadrant Market Growth Area CNTY PRB2, RUR, PEC3

SINGLE FAMILY SITE DATA: General Data Estates Detached Single Family(Suburban) Number of Lots Meadows Detached Single Family(Neighborhood) Number of Lots Total Number of Lots Estates Detached House - Neighborhood Data Total Number of lots Total Number of lots
17.07.09.20 Zoning Districts – Building Type and Development Standards
Building Type
Lot Size Minimum Per Code
Lot Size Minimum Proposed
Lot Width Minimum Per Code
Lot Width Minimum Proposed

Lot Width Minimum Proposed
Lot Size Minimum Proposed
Lot Size Minimum Proposed
Building Coverage Maximum Per Code
Building Coverage Maximum Proposed
Front Setback Per Code
Interior Side Setback Per Code
Interior Side Setback Per Code
Interior Side Setback Per Code
Sitreet Side Setback Per Code
Sitreet Side Setback Per Code
Sitreet Side Setback Per Code
Driveway Setback Proposed
Rear Setback Per Code
Driveway Setback Proposed
Tod Tod Setback Per Code
Tod Setback Per Code
Tod Setback Per Code
Tod Setback Proposed
Rear Setback Proposed
Rear Setback Per Code
Tod Setback Proposed
Rear Setback Pro

17.07.040 Specific Building Type Standards
Frontage Type Per Code
Frontage Type Proposed
17.07.050 Frontage Design
Frontage Type Proposed

Promage Type Troposed
Depth Minimum Per Code
Depth Proposed
Access Limits Per Code
20' max. per access point, applicable to the area w
Access Limits Proposed

ш

CHLAGE

S

PREPARED BY

SCHLAGEL & ASSOCIATES, P.A

PLAN

S F ⊗ M

PRAIRIE 1 PRELIMINARY F

GARDNER,

STREET

& 175TH

197 lots

5%(70x.15=10.5') 30%(20' max)(devia

> Neighborhood Yard;Terrace(limited) Neighborhood 5'+ from front building line; no limits if 40%(deviation requested)

5-8 Acres 3.9;4.13;1.5; .5;3.4;4.5;3;1.5;1.6;2.6; 8.4 (deviation requested)

6' 5'(deviation requested) 1' - 2' curb/gutter 2' curb/gutter 9' two way or 14' yield flow i limited parking 6'
Detached Sidewalk
Detached Sidewalk
Tree Lawn
Tree Lawn

Meadows Detached House - Neighborhood Data Total Number of lots

163 lots 17.07.020 Zoning Districts – Building Type and Development Standards
Building Type
Lot Size Minimum Per Code

Building Type

Lot Size Minimum Per Code

Lot Size Minimum Per Code

Lot Size Minimum Per Code

Lot Width Minimum Per Code

Building Coverage Maximum Per Code

Interior Side Setback Per Code

Rear Setback Per Code

Rear Setback Per Code

Frontage Type Required by Code

Single-story fortner out relatefulcor ontily)

Garage Frontage Proposed

Single-story entry feature provided

1.7.07.055 Profitage Design

Frontage Type Proposed

Access Limits Per Code

Access Limits Per Code

Access Limits Per Code

Access Limits Proposed

Access Li

Street Design Data for Suburban and Meadows Single Family

17.04.010 Street Networks and Street Design NEIGHBORHOOD TYPE- ALL STREETS WITHIN SINGLE FAMILY AREA Block Length Per Code Block Length Proposed

Cul De Sao Lengih Maximum
Cul De Sao Lengih Maximum
Cul De Sao Lengih Maximum
Right of Way Per Code
Right of Way Per Code
Right of Way Proposed
Pawment Width Per Code
Pawment Width Per Code
Utility Placement Per Code
Utility Placement Per Code
Sidewalk Per Code
Sidewalk Proposed

Planting Areal/Ameniy Per Code
Planting Ameniy Per Code
Planting Ameniy Proposed
Drainage/Street Edge
Drainage/Street Edge
Proposed
Travel Lane Proposed
Travel Lane Proposed
Travel Lane Proposed
Parking Ames/Strouder Per Code
Travel Lane Proposed
Walkway Type Per Code
Planting Type Per Code
Planting Type Per Code
Planting Type Per Code
Planting Type Per Code
Tree Spacing Per Code
Tree Spacing Per Code
Tree Spacing Per Code
Travel Spaced Per Code
Target Speed Per Code
Target Speed Per Code
Target Speed Per Code
Target Speed Per Code

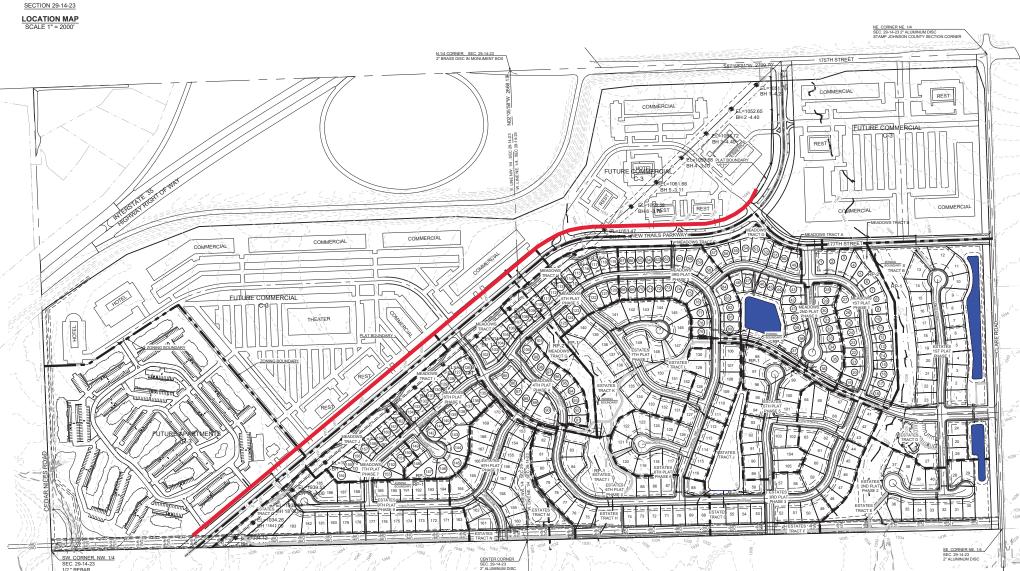
COLLECTOR-STANDARD

Open Space Data 17.04.020 Open and Civic Space Systems

Preferred Types Per Code
Type Proposed
Open Space Minimum Require



GENERAL LAYOUT -OVERALL



GENERAL NOTES:

- The FIRM Map #20091C0121G dated August 3, 2009 indicates that the entire site is within ZONE X, Areas of 0.2% annual chance flood, areas of 1½ annual chance flood with average depths of less than 1 foot or with drainage areas less than 1 square mile; and areas protected by levees from 1% annual chance flood. Boundary and easement data is from survey provided by Owner Topography and adjacent plat and improvements based on JOCO AIMS. Approval of this plan does not result in generaling a building permit. A separate building permit approval process must be completed. Approval of this plan does not describ the plan flower of the plan. For example 1st Plat of each product the will be 1st Albace oped in plans flower of the plan flow

GRATA TRAILS/FOR CITY ADMIN/WOR

PUBLIC IMPROVEMENT NOTES(STREETS, STORMWATER MANAGEMENT, SANTIARY SEWER, WATER, UTILITIES):

- Existing utilities have been shown to the greatest extent possible based upon field locates by utility companies and information provided to the engineer. All public valls will be \$6^\circ\$ in width and constructed of Portland cement concrete.

 All public traits will be 10^\circ\$ in width and constructed of Portland cement concrete.

 All landscaped medians and islands shall be maintained by the homeowners association.



FIRE TRUCK TURNING

TRACT NOTES:

ALL TRACTS WILL BE OWNED AND MAINTAINED BY THE PRAIRIE TRACE HOME OWNERS ASSOCIATION.
TRACTS ARE INTENDED FOR THE FOLLOWING USES

TRACT D WILL CONTAIN AN AMENITY AREA WITH A SWIMMING POOL TRACTS F, G, M,N,&K TO BE USED FOR OPEN SPACE.

TRACTS A B E E G LI&K TO BE USED FOR OPEN SPACE

Johnson County Bench Mark BM 166.
Located on the NW corner of headwall, North of 175th
Street, 0.5 miles West of the intersection of 175th
Street and Hedge Lane.
EL = 1042.06

MEADOWS

XX ESTATES

BENCH MARK:

DEVELOPER: LOT LEGEND:

GRATA DEVELOPMENT ATTN: TRAVIS SCHRAM 6300 W 143RD ST. SUITE 200 OVERLAND PARK, KS 66223

FSTATES DETACHED HOUSE

40% BLDG. COVERAGE DEVIATION REQUESTED

SUBURBAN

PRELIMINARY PLAN/PLAT LEGAL DESCRIPTION

ESTATES DETACHED HOUSE SUBURBAN

MEADOWS DETACHED HOUSE NEIGHBORHOOD

DETACHED HOUSE NEIGHBORHOOD

MEADOWS

Part of the Northeast One-Quarter and the Northwest One-Quarter of Section 29, Township 14 South, Range 23 East, Johnson County, Kansas, more particularly described as follows:

Commencing at the Southwest corner of the Northwest One-Quarter of Section 29, Township 14 South, Range 23 East, there North 86 degrees 30 minuted 43 seconds East, a distance of 126 13 feet to the POINT OF BESINNING. It have both 50 degrees 04 minutes 55 seconds East, a distance of 266 2.4 feet; thereos South 40 degrees 20 minutes 30 seconds West, at 48 seconds, a chord bearing of North 69 degrees 22 minutes 20 seconds East, and an arc length of 377.07 feet; thereos North 86 degrees 30 minutes 43 seconds East, adiatance of 576.55 feet to a point of curvature; thence along a curve to the night, tangent to the previous course and having a radius of 40.00 feet, a central angle of 90 degrees 41 minutes 45 seconds East, adiatance of 576.55 feet to a point of curvature; thence along a curve to the left, tangent to the previous course and having a radius of 40.00 feet and central angle of 90 degrees 41 minutes 45 seconds East, adiatance of 48.01 feet; thence North 87 degrees 52 minutes 01 seconds East, ad datance of 48.01 feet; thence North 62 degrees 62 minutes 01 seconds East, adiatance of 48.01 feet; thence North 62 degrees 62 minutes 01 seconds East, a distance of 48.01 feet; thence North 62 degrees 62 minutes 01 seconds East, adiatance of 48.01 feet; thence North 62 degrees 62 minutes 01 seconds East, adiatance of 48.01 feet; thence North 62 degrees 62 minutes 01 seconds East, adiatance of 48.01 feet to a point of curvature; thence along a curve to the right, tangent to the previous course and having a radius of 560.00 feet, and east of 460.00 feet to a point of curvature; thence along a curve to the right, tangent of 457.22 feet, thence South 04 degrees 57 minutes 01 seconds East, adiatance of 63.01 feet to a point of curvature; thence along a curve to the right, tangent of 457.22 feet, thence South 04 degrees 57 minutes 01 seconds East,

Type Proposed Minimum Required by Section D of Code Park/Proposed Open Space Minimum Required by Section D of Code 1984 (2004) (1984) (2004) (

COUNCIL ACTION FORM CONSENT AGENDA ITEM No. 4

MEETING DATE: FEBRUARY 7, 2022

STAFF CONTACT: GONZ GARCIA, UTILITIES DIRECTOR

Agenda Item: Consider authorizing the purchase of a Pipeline Observation System

Management (POSM) server from POSM Software, LLC.

Strategic Priority: Infrastructure and Asset Management

Department: Utilities – Wastewater Division

Board/Committee Recommendation:

At the January 6, 2022 Utility Advisory Commission meeting, the commissioners approved a recommendation to City Council to consider authorizing the purchase of a POSM GIS server from POSM Software, LLC.

Staff Recommendation:

Staff recommends authorizing the purchase of a POSM GIS server from POSM Software, LLC.

Background/Description of Item:

Currently, staff use Pipeline Observation System Management (POSM) software for conducting CCTV inspections of sanitary sewer pipeline infrastructure. This software was purchased and installed on a single standalone computer inside the inspection trailer.

POSM Software, LLC has allowed staff to install and evaluate the use of POSM GIS Server. The installation of a dedicated POSM GIS server has allowed the inspection data to be backed up from the inspection trailer computer to the city's network server. This eliminated human errors in the data transfer which resulted in lost data in the past. The POSM GIS Server also allows unlimited desktop users so multiple office staff can access the CCTV inspections to view, edit and run reports. In addition, the POSM GIS Server has the ability to integrate with the city's ArcGIS mapping software and Central Square (Lucity) Asset Management and Work Order systems.

Vendor	Description	Amount
POSM	POSM Server GIS Edition	\$21,500.00
Software,	Full Licensed Software	
LLC	1 Year Annual Support	\$3,500.00
	Total	\$25,000.00

The current evaluation period of the POSM GIS Server has been very successful. City and staff have benefitted significantly from this installation. The installation has provided the ability to:

- create maps related to the CCTV inspection program;
- share inspection data and reports quickly and efficiently to other staff and design professionals;
- store post-construction CCTV data from new development;
- share inspection data with Central Square software for maintenance management program;
- use national inspection and reporting standards

Financial Impact:

Funds are available in the Wastewater Fund 2021-2022 Adopted Revised Budget.

Attachments:

- January 6, 2022, UAC Meeting Minutes Excerpt
- POSM GIS Server Purchase Invoice
- POSM and ArcGIS Integration example

Suggested Motion:

Authorize the City Administrator to purchase a POSM GIS server from POSM Software, LLC for a one-time purchase price of \$21,500, plus an annual support cost of \$3,500 per year

RECORD OF PROCEEDINGS OF THE UTILITY ADVISORY COMMISSION GARDNER, KANSAS

Page No. 2022-2 January 6, 2022

2. Consider approving a recommendation to City Council to purchase POSM Server from POSM Software, LLC.

Garcia stated that in 2017 a trailer that includes a computer and [CCTV] equipment which was purchased to do the inspections of the sanitary sewer. That computer came with software called POSM to do the inspections. This software can be used with Lucity for work orders and can use a GIS mapping system to see where the work is being done at. In 2021, Utilities engaged in a demo trial of POSM at no cost to evaluate the use of POSM GIS Server. City staff installed this software onto the City's network server in early 2021 to do this trial. The installation of POSM GIS Servicer has allowed the inspection data to be backed up from the inspection trailer computer to the City's network server. This eliminated human errors in the data transfer which resulted in lost data in the past. The POSM GIS Server also allows unlimited desktop users so office staff can access the CCTV Inspections to view, edit and run reports. In addition, POSM GIS Server has the ability to be integrated with the City's ArcGIS mapping software and Central Square (Lucity) Management and Work Order systems.

Ric Gere, Staff Engineer discussed that he and staff have felt that the benefits are great from the use of POSM. Before, staff had to take a camera, put it in the sewer and then take the video and put it on a thumb drive, take it into the office and save it. Sometimes data would be lost. With POSM, there is an unlimited number of users that can use it, and then staff can do the CCTV inspections and have the information be viewable by staff in the office right after the inspection is done. Mr. Gere demonstrated for commissioners how to view the maps and how the CCTV cameras look in the software doing through sewer pipes. He talked about how staff can see mapping of pipes and the distance of problem areas, etc. Also, Gere said that they have had excellent customer service when he has needed to contact them with questions.

Chairperson Coleman asked how this will fit in the budget. Garcia said that the software itself was not in the budget but since the city uses the software for I&I reduction, that I&I money could be used for it, but if not, the budget may have to be revised in July to account for it. Augustine asked if there is another level of software staff would need after this and Gere said not for the CCTV software and the POSM is all that is needed.

Motion by Vice-Chairperson Augustine, seconded by Commissioner Williams to consider the approval of a recommendation to the City Council to purchase POSM GIS Server software from POSM Software, LLC a one-time purchase price of \$21,500 and support at an annual cost of \$3,500 for a total amount of \$25,000 for 2022.

Motion carried 3-0 Aye

DISCUSSION ITEMS

1. Project Updates.

Director Garcia said that at the Prairie Trace development, (developed by Grata), the water lines have been completed. The city entered into an agreement with WaterOne to bring the water main from Monticello Dr. in Olathe to the development and that work is now complete. The city also installed 15-20 overhead electric poles and energized them. For sewer, the lift station at Prairie Trace is almost complete and will be commissioned during the second week of January. Now the property is served with water, sewer and electric by the City of Gardner. He stated that all of these completions are a big milestone for the city. In order for Gardner to serve that parcel with electric, Garcia said he had to petition Evergy and they granted the city the ability to service it.

Vice-Chairperson Augustine asked about the status of the smart meter project and Garcia said that the City is at 100% completion for electric smart meters as of March of 2021. At the last meeting Garcia said that he stated the city was about 99% complete on water meter installations and he said that there are still some

POSM Software LLC

Invoice 2485

2145 Millsboro Rd Mansfield, OH 44906 US 859-274-0041 info@posmsoftware.com

www.posmsoftware.com

WPD5M

BILL TO SHIP TO

Ric Gere Ric Gere
Gardner KS Gardner KS

3209 Meadowbrook Circle 3209 Meadowbrook Circle

Gardner, KS 66030 Gardner, KS 66030

DATE PLEASE PAY 12/20/2021 \$25,000.00

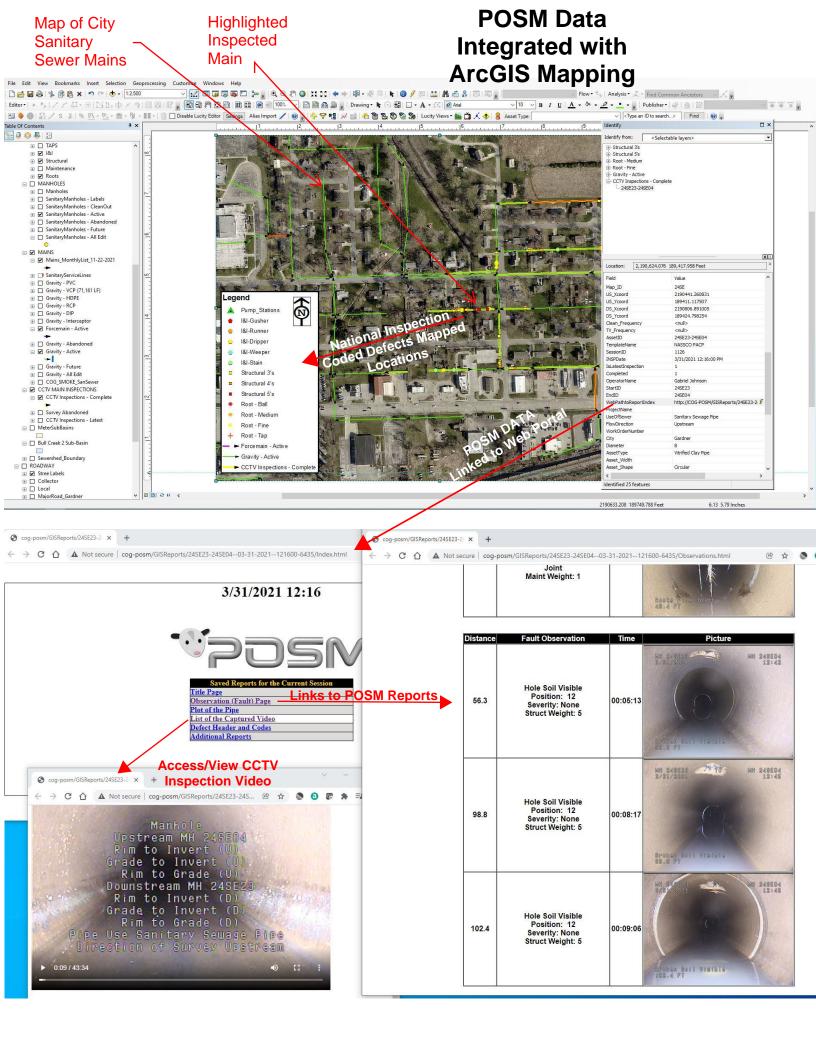
DUE DATE 00,00 02/01/2022

DATE	ACTIVITY	DESCRIPTION	QTY	RATE	AMOUNT	
	POSM GIS Server	POSM Server GIS Edition License. Full blown POSM SQL from a drive or cloud, plus two-way GIS synchronization tools to keep all your engineers in touch with all your Closed Circuit TV data.		1 2	1,500.00	21,500.00
	POSM GIS Server	1 Year POSM G Edition Support	IS Server	1 3	3,500.00	3,500.00
All Prices are i	n USD		SUBTOTAL			25,000.00
			TAX			0.00
Thank you for being a valuable POSM be partner!		M business	TOTAL			25,000.00
			TOTAL DUE		\$2	25,000.00

THANK YOU.

POSM reserves the right to charge interest in the amount of 1.5% per month once the invoice reaches 30 days past due. Client agrees to reimburse POSM for any costs incurred (attorneys' fees, court costs) in connection with POSM's attempts to collect any sums that are over the 30 days past due.

Components made by other manufacturers are covered under that Manufacturer's Warranty.



COUNCIL ACTION FORM

CONSENT AGENDA ITEM NO. 5

MEETING DATE: FEBRUARY 7, 2022

STAFF CONTACT: TODD WINTERS, MAYOR

Agenda Item: Consider reappointments to the Airport Advisory Board

Strategic Priority: Quality of Life

Infrastructure and Asset Management

Department: Administration

Staff Recommendation:

Consider reappointing Adam Santoyo, David Hayden, and Kraig LaRosh to the Airport Advisory Board with terms expiring January 2025.

Background/Description of Item:

Adam Santoyo, David Hayden, and Kraig LaRosh are currently serving as members of the Airport Advisory Board and have filed for reappointment. Mayor Winters and the interview committee recommend they be reappointed with terms expiring January 2025.

Suggested Motion:

Reappoint Adam Santoyo, David Hayden, and Kraig LaRosh to serve on the Airport Advisory Board with terms expiring January 2025

COUNCIL ACTION FORM

CONSENT AGENDA ITEM NO. 6

MEETING DATE: FEBRUARY 7, 2022
STAFF CONTACT: TODD WINTERS, MAYOR

Agenda Item: Consider reappointments to the Public Works and Accessibility Advisory

Committee

Strategic Priority: Quality of Life

Infrastructure and Asset Management

Department: Administration

Staff Recommendation:

Consider reappointing Jennifer Smith and Frank Barnes to the Public Works and Accessibility Advisory Committee with terms expiring December 2024.

Background/Description of Item:

Jennifer Smith and Frank Barnes are currently serving as members of the Public Works and Accessibility Advisory Committee and have filed for reappointment. Mayor Winters and the interview committee recommend he be reappointed with a term expiring December 2024.

Suggested Motion:

Reappoint Jennifer Smith and Frank Barnes to serve on the Public Works and Accessibility Advisory Committee with terms expiring December 2024

COUNCIL ACTION FORM CONSENT AGENDA ITEM NO. 7

MEETING DATE: FEBRUARY 7, 2022

STAFF CONTACT: SHARON ROSE, CITY CLERK

Agenda Item: Consider approving the issuance of a Cereal Malt Beverage (CMB)

license for the remainder of calendar year 2022

Strategic Priority: Business & Economic Development

Department: Administration

Staff Recommendation:

Staff recommends approving the issuance of a Cereal Malt Beverage (CMB) license for 2022 for new applicants.

Background/Description of Item:

The following business has applied for a "Limited Retailer" license to sell cereal malt beverages (CMB) in 2022. The applicant has passed the requisite background checks.

Applicants requesting a "Limited Retailer" license to sell cereal malt beverages only in original and unopened containers not for consumption on the premises:

QuikTrip Corporation, QuikTrip #294, 18860 S. Gardner Rd

Suggested Motion:

Approve the issuance of a Cereal Malt Beverage (CMB) license for the listed entity for the remainder of calendar year 2022.

COUNCIL ACTION FORM CONSENT AGENDA ITEM NO. 8

MEETING DATE: FEBRUARY 7, 2022

STAFF CONTACT: KELLEN HEADLEE, PUBLIC WORKS DIRECTOR

Agenda Item: Consider authorizing an addendum to a contract with BHC Rhodes to

complete the Technical Specifications update

Strategic Priority: Infrastructure and Asset Management

Quality of Life Fiscal Stewardship

Department: Public Works

Staff Recommendation:

Staff recommends authorizing an addendum to a contract with BHC Rhodes to complete the Technical Specifications update.

Background/Description of Item:

The original contract was executed on March 1, 2021 with a completion date of December 31, 2021. The project is near completion, but has extended past the original completion date. No additional funding is required; this is only to extend the time frame of the existing contract to April 29, 2022.

Per the city's purchasing policy: "Any multi-year contract (over 12 continuous months) must be authorized by the City Council".

Financial Impact:

No additional funds are required to complete this project.

Attachments included:

- Original Public Services Agreement
- Addendum

Suggested Motion:

Authorize the City Administrator to execute an addendum to a contract with BHC Rhodes to complete the Technical Specifications update

AGREEMENT FOR PROFESSIONAL SERVICES

This agreement ["Agreement"], is made as of this 12th day of February, 2021 by and between the City of Gardner, Kansas, [hereinafter "City"], and Brungardt Honomichl & Co., P.A., [hereinafter referred to as "Consultant"].

RECITALS

WHEREAS, Consultant represents that it is a duly qualified professional services firm, experienced in the review of development application documents and public improvement plans and related services; and

WHEREAS, in the judgment of the City of Gardner, it is necessary and desirable to employ the services of Consultant for said services.

NOW, THEREFORE, in consideration of the foregoing recitals and the mutual covenants contained herein, the parties hereto agree as follows:

AGREEMENT

1.0 Term of Agreement.

The term of this Agreement shall be from March 1, 2021 to December 31, 2021 unless a different term is specified within the Scope of Services as described on Exhibit A or unless terminated earlier in accordance with the provisions of Article.2 below. In the event that the services rendered under this Agreement may extend beyond any one budget year, the continuation of this Agreement from year to year is contingent upon the approval of sufficient budgetary authority for the continuation of this Agreement by the City Council in the establishment of its annual budget.

2.0 Termination.

- 2.1 <u>Termination Without Cause.</u> Notwithstanding any other provision of this Agreement, at any time and without cause, City shall have the right, in its sole discretion, to terminate this Agreement by giving 10 days written notice to Consultant.
- 2.2 <u>Termination for Cause.</u> Notwithstanding any other provision of this Agreement, should Consultant fail to perform any of its obligations hereunder, within the time and in the manner herein provided, or otherwise violate any of the terms of this Agreement, City may immediately terminate this Agreement by giving Consultant written notice of such termination, stating the reason for termination.
- 2.3 <u>Delivery of Work Product and Final Payment Upon Termination.</u> In the event of termination, Consultant, within 14 days following the date of termination, shall deliver to City all materials and work product subject to <u>Section 13.1</u> (Ownership of Documents) and shall submit to City an invoice showing the services performed, hours worked, and copies of receipts for reimbursable expenses up to the date of termination.

- 2.4 Payment Upon Termination. Upon termination of this Agreement by City, the City shall pay Consultant the reasonable value of Services rendered by Consultant prior to termination; provided, however, City shall not in any manner be liable for lost profits that might have been made by Consultant had the Agreement not been terminated or had Consultant completed the Services required by this Agreement. In this regard, Consultant shall furnish to City such financial information as in the judgment of the City is necessary for City to determine the reasonable value of the Services rendered by Consultant. In determining the reasonable value of Services, appropriate consideration shall be given to the defective or deficient nature of the Services rendered. The foregoing is cumulative and does not affect any right or remedy that City may have in law or equity.
- 2.5 <u>Authority to Terminate.</u> The City Council has the authority to terminate this Agreement on behalf of the City. In addition, the City Administrator or Department Director, in consultation with the City Attorney, shall have the authority to terminate this Agreement on behalf of the City.

3.0 Scope of Services.

- 3.1 <u>Consultant's Specified Services.</u> The Scope of Services to be performed by Consultant under this Agreement is as described in Exhibit A to the Agreement, attached and incorporated by reference.
- 3.2 Performance Standard. Consultant shall perform all work hereunder in a manner consistent with the level of competency and standard of care normally observed by a person practicing in Consultant's profession. City has relied upon the professional ability and training of Consultant as a material inducement to enter into this Agreement. Consultant hereby agrees to provide all services under this Agreement in accordance with generally accepted professional practices and standards of care, as well as the requirements of applicable federal, state and local laws, it being understood that acceptance of Consultant's work by City shall not operate as a waiver or release of liability. If City determines that any of Consultant's work is not in accordance with such level of competency and standard of care, City, in its sole discretion, shall have the right to do any or all of the following: (a) require Consultant to meet with City to review the quality of work and resolve matters of concern; (b) require Consultant to repeat the work at no additional charge until it is satisfactory; (c) terminate this Agreement pursuant to the provisions of Article 2; or (d) pursue any and all other remedies at law or in equity.

3.3 Assigned Personnel.

- 3.3.1 Consultant shall only assign competent personnel to perform work hereunder. In the event that at any time City, in its sole discretion, desires the removal of any person or persons assigned by Consultant to perform work hereunder, Consultant shall remove such person or persons immediately upon receiving written notice from City.
- 3.3.2 With respect to this Agreement, the Consultant shall employ the following key personnel: Randy Gorton, P.E., PTOE, David Noite, P.E., Collin Schmidt, Joe White, and other designated staff as appropriate.

- 3.3.3 In the event that any of Consultant's personnel assigned to perform services under this Agreement become unavailable due to resignation, sickness or other factors outside of Consultant's control, Consultant shall be responsible for timely provision of adequately qualified replacements.
- 3.3.4 The Consultant shall designate Randy Gorton, P.E., PTOE as Principal (randall.gorton@ibhc.com, (913) 663-1900) on the Project. As principal on this project, this person shall be the primary contact with the Project Representative and shall have authority to bind Consultant. So long as the individual named above remains actively employed or retained by Consultant, he/she shall perform the function of principal on the Project, unless otherwise agreed to In writing signed by both parties. The Consultant will supply a direct name, phone number and email and will notify the City if this contact information changes during the contract period.
- 3.3.5 City shall designate Robert Davis, Staff Engineer, rdavis@gardnerkansas.gov (913-856-0918) as the Project Representative to represent the City in coordinating this project with Consultant, with authority to transmit instructions and define policies and decisions of City. The written consent of the Department Director, and if applicable, City Administrator and/or City Council, shall be required to approve any increase in Project cost as defined in Exhibit B.

4.0 Time of Performance.

The services described herein shall be provided during the period described in this Agreement, or in accordance with the schedule, set forth in the Scope of Services.

5.0 Payment.

- 5.1 Payment shall be made by City only for services rendered and upon submission of a payment request upon completion and City approval of the work performed as defined in Exhibit B. In consideration for the full performance of the services set forth in Exhibit A, City agrees to pay Consultant pursuant to rates stated in Exhibit B to this Agreement, attached and incorporated by reference.
- 5.2 Consultant shall bill City monthly for all work performed. The bill submitted by Consultant shall itemize the work for which payment is requested. City agrees to pay Consultant within thirty (30) days of approval. Consultant agrees to submit herewith such financial information as shall be required by City to enable the City to properly report such payments as required by state or federal law.
- 5.3 All invoices should be sent to Robert Davis.
- 5.4 Right to Withhold Payment. City may decline to make payment, may withhold funds, and, if necessary, may demand the return of some or all of the amounts previously paid to Consultant, to protect City from loss because of:
 - 1) Defective Work not remedied by Consultant nor, in the opinion of City, likely to be remedied by Consultant;
 - 2) Claims resulting from the negligent acts of the Consultant by third parties against City or City's property;
 - 3) Failure by Consultant to pay Subcontractors or others in a prompt and proper fashion;

- 4) Evidence that the balance of the Work cannot be completed in accordance with this Agreement for the unpaid balance of the Contract Price;
- 5) Evidence that the Work will not be completed in the Contract Time required for substantial or final completion;
- 6) Persistent failure to carry out the Work in accordance with this Agreement;
- 7) Damage arising from the service provided by the Consultant to City or a third party to whom City is, or may be, liable; or
- 8) Conditions unfavorable for the prosecution of Work, or because of conditions which, in the opinion of the Engineer, warrant such action.
- 5.5 City agrees to pay Consultant an amount not to exceed the sum of \$62,552.00 for performing services detailed in Exhibit A. This not to exceed amount may be increased for additional services as requested by the City and upon execution of a mutually acceptable amendment or change order signed by authorized representatives of City and Consultant.
- 5.6 If a portion of Consultant's statement is disputed by City, the undisputed portion shall be paid by City by the due date. City shall advise Consultant in writing of the basis for any disputed portion of any statement.
- 5.7 See Exhibit B for Schedule of Hourly Billing Rates. These rates are effective for services rendered through the term of this Agreement and are subject to revision thereafter, with no increase in Agreement amount. These rates are applicable to any additional service beyond the scope of services specified in Exhibit A which have been agreed to by the parties through a properly written and executed change order.

6.0 Cash Basis and Budget Laws.

The right of the City to enter into this Agreement is subject to the provisions of the Cash Basis Law (K.S.A. 10-1112 and 10-1113), the Budget Law (K.S.A. 79-2935), and other laws of the State of Kansas. This Agreement shall be construed and interpreted so as to ensure that the City shall at all times stay in conformity with such laws, and as a condition of this Agreement the City reserves the right to unilaterally sever, modify, or terminate this Agreement at any time if, in the opinion of its legal counsel, the Agreement may be deemed to violate the terms of such laws, or if mill levy funds generated are less than anticipated.

7.0 Indemnification.

To the fullest extent permitted by law, with respect to the performance of its obligations in this Contract or implied by law, and whether performed by Consultant or any permitted subcontractors hired by Consultant, the Consultant agrees to indemnify and hold harmless the City, and its agents, servants, and employees from and against any and all claims, damages, and losses arising out of personal injury, death, or property damage, caused by the negligent or intentional acts, errors, or omissions of the Consultant or its subcontractors. Consultant shall also pay for City's reasonable attorneys' fees, expert fees, and costs incurred in the defense of such a claim.

8.0 Insurance.

8.1 The Consultant shall procure and maintain, at its sole expense, throughout the duration of this Agreement, insurance of such types (on an occurrence basis unless otherwise agreed to) and in at least such amounts as required herein (and not less

than as required in any bid documents or other contract documents), from an insurance company licensed to do business in the State of Kansas, the following insurance coverages as may be necessary to protect the Consultant and the City and agents of the City against all hazards or risks of loss as hereinafter specified:

- Workers' Compensation and Employer's Liability Demonstrate compliance with K.S.A. 44-532(b) including maintenance of insurance providing the statutory limits under the Kansas Workers Compensation Act; the Consultant shall also be protected against claims for injury, disease, or death of employees, which, for any reason, may not fall within the provisions of a worker's compensation law. This policy shall include an "all states" endorsement.
- Commercial General Liability for bodily injury and property damage liability claims arising from the injuries to members of the public or damage to property of others arising out of any act or omission of the Consultant or its agents, employees or Subcontractors with limits of not less than \$1,000,000 per occurrence and \$2,000,000 in the aggregate. The property damage liability coverage shall contain no exclusion relative to blasting, explosion, and collapse of building or damage to underground property and/or facilities.;
- Commercial Automobile Liability for bodily injury and property damage with limits of not less than \$1,000,000 each accident for all owned, nonowned and hired automobiles.
- Professional Liability The Consultant shall maintain Professional Liability insurance in an amount not less than \$500,000, and shall provide the City with certification thereof.
- 8.2 The City shall be named as additional insured on such policies, except Workers' Compensation and Professional Liability. Satisfactory certificates of insurance shall be filed with the City prior to starting any work on this Contract. The certificates shall state that thirty (30) days written notice will be given to the City before any policy coverage thereby is changed or canceled.
- 8.3 Industry Ratings The City will only accept coverage from an insurance carrier who offers proof that it:
 - Is licensed to do business in the State of Kansas;
 - 2) Carries a Best's policyholder rating of A or better;

AND

3) Carries at least a Class X financial rating.

OR

Is a company mutually agreed upon by the City and Consultant.

9.0 Conflict of Interest.

Consultant covenants that it presently has no interest and that it will not acquire any interest, direct or indirect, that represents a financial conflict of interest under state law or that would otherwise conflict in any manner or degree with the performance of its services hereunder, including under 31 U.S.C.S. Section 1352. Consultant further covenants that in the performance of this Agreement no person having any such interests shall be employed.

10.0 Nondiscrimination.

Consultant must comply with the Kansas Act Against Discrimination and if applicable, execute a Certificate of Nondiscrimination and Affirmative Action as provided in K.S.A. §44-1030. The Consultant further agrees that the Consultant shall abide by the Kansas Age Discrimination in Employment Act (K.S.A. 44-1111 et seq.) and the applicable provision of the Americans with Disabilities Act (42 U.S.C. 1201 et seq.) as well as all other federal, state and local laws, ordinances and regulations applicable to this project and to furnish any certification required by any federal, state or local governmental agency in connection therewith.

11.0 Facilities and Equipment

Consultant shall furnish at its own cost and expense all labor, tools, equipment, materials, transportation, and any other accessories, services and facilities required to complete the Project as designated, described in accordance with this Agreement, including any attached exhibits and any addendums to this Agreement. The City expressly denies responsibility for or ownership of any item purchased until the same is delivered to and accepted by the City.

12.0 Accessibility.

Consultant will comply with the Rehabilitation Act of 1973, as amended, Section 504, which prohibits discrimination against handicapped persons in employment services, participation and access to all programs receiving federal financial assistance. Consultant shall also comply with applicable requirements with the Americans with Disabilities Act (ADA), as amended, which is a federal anti-discrimination statute designed to remove barriers which prevent qualified individuals with disabilities from enjoying equal treatment by state and local governments and their agencies in employment practices and accessibility in public services and programs.

13.0 Records, Ownership and Inspection.

13.1 Ownership of Documents.

All documents prepared by Consultant in the performance of this Agreement, although instruments of professional service, are and shall be the property of City, whether the project for which they are made is executed or not. Any reuse of documents prepared by Contractor/Consultant by the city on other projects not contemplated under this Agreement shall be at the City's sole risk, without liability to Contractor/Consultant.

(1. till 5)

13.2 Open Records.

in recognition of the City's obligations under the Kansas Open Records Act ("KORA"), Consultant acknowledges that this Agreement along with any reports and/or records provided pursuant to this Agreement are public documents and are subject to disclosure under KORA.

13.3 Maintenance of Records.

Except as otherwise authorized by the City, Consultant shall retain such documentation for a period of three (3) years after receipt of final expenditure report under this contract, unless action, including but not limited to litigation or audit resolution proceedings, necessitate maintenance of records beyond this three (3) year period.

14.0 Independent Contractor.

It is the express intent of the parties that this Contract shall not create an employer-employee relationship. Employees of the Consultant shall not be deemed to be employees of the City and employees of the City shall not be deemed to be employees of the Contractor. The Contractor and the City shall be responsible to their respective employees for all salary and benefits. Neither the Contractor's employees nor the City's employees shall be entitled to any salary, wages, or benefits from the other party, including but not limited to overtime, vacation, retirement benefits, workers' compensation, sick leave or injury leave. Contractor shall also be responsible for maintaining worker's compensation insurance, unemployment insurance for its employees, and for payment of all federal, state, local and any other payroll taxes with respect to its employee's compensation.

15.0 Compliance with Laws.

- 15.1 The Consultant shall observe and comply with all applicable federal, state, and local laws, regulations, standards, ordinances or codes and shall be in compliance with all applicable licensure and permitting requirements at all times.
- 15.2 Pursuant to K.S.A. 16-113, if the Consultant does not have a resident agent in the State of Kansas, it shall execute and file "Certificate of Appointment of Process of Agent" with the Clerk of the District Court of Johnson County, Kansas. These forms may be obtained at the Office of the Clerk of the District Court. Consultant shall be responsible for the filing fee. This certificate is pursuant to the General Statutes of Kansas, and shall be filed prior to the formal execution of the Contract Documents. Failure to comply with these requirements shall disqualify the Consultant for the awarding of the Contract.

16.0 Assignment.

Neither party hereto shall assign, delegate, sublet, or transfer any interest in or duty under this Agreement without the prior written consent of the other, and no such transfer shall be of any force or effect whatsoever unless and until the other party shall have so consented. The subcontracting, assignment, delegation or transfer of the Services shall in no way relieve the Consultant of its primary responsibility for the quality and performance of such Services.

17.0 Confidentiality.

All reports and documents prepared by Consultant in connection with the performance of this Agreement are confidential until released by City to the public. Consultant shall not make any such documents or information available to any individual or organization not employed by Consultant or City without the written consent of City before any such release.

18.0 Notices.

All notices hereunder shall be given in writing and sent as follows:

To City:

Robert Davis Staff Engineer City of Gardner 120 E. Main

Gardner, Kansas 66030

or

rdavis@gardnerkansas.gov

To Consultant:

Randy Gorton, PE, PTOE

BHC RHODES 7101 College Blvd

Suite 400

Overland Park, KS 66210

Or

randali.gorton@ibhc.com

19.0 Amendments.

- 19.1 This document represents the entire and integrated agreement between City and Consultant and supersedes all prior negotiations, representations, and agreements, either written or oral.
- 19.2 This document may be amended only by written instrument, signed by both City and Consultant.

20.0 No Third Party Beneficiaries.

City and Consultant specifically agree that this Agreement is not intended to create any third party beneficiary relationship nor to authorize anyone not a party to this Agreement to maintain a suit for personal injuries or property damage pursuant to the terms or provisions of this Agreement; the duties, obligations and responsibilities of the parties to this Agreement with respect to third parties shall remain as imposed by law.

21.0 Force Majeure.

City shall not be responsible for any delay or failure of performance resulting from fire, flood, other acts of God, vandalism, strike, labor dispute of a third party, domestic or international unrest, delay in receipt of supplies, energy shortage or failure, or any other cause beyond its reasonable control.

22.0 <u>Titles.</u>

The titles in this Agreement are solely for convenience of reference. They are not a part of this Agreement and shall have no effect on its construction or interpretation.

23.0 Negotiations.

City and Consultant agree that disputes relative to the project should first be addressed by negotiations between the parties. If direct negotiations fail to resolve the dispute, the party initiating the claim that is the basis for the dispute shall be free to take such steps as it deems necessary to protect its interests; provided, however, that notwithstanding any such dispute Consultant shall proceed with the work as per this Agreement as if no dispute existed; and provided further that no dispute will be submitted to arbitration without both parties' express written consent.

24.0 Costs and Attorney Fees.

If on account of a continued default or breach by either party of such party's obligations under the terms of this agreement after any notice and opportunity to cure as may be required hereunder, it shall be necessary for the other party to employ one or more attorneys to enforce or defend any of such other party's rights or remedies hereunder, then, in such event, any reasonable amounts incurred by such other party, including but not limited to attorneys' fees, experts' fees and all costs, shall be paid by the breaching or defaulting party.

25.0 Severability.

If any term or portion of this Agreement is held to be invalid, illegal, or otherwise unenforceable by a court of competent jurisdiction, the remaining provisions of this Agreement shall continue in full force and effect.

26.0 Authority to Enter into Agreement.

Consultant has all requisite power and authority to conduct its business and to execute, deliver, and perform the Agreement. Each party warrants that the individuals who have signed this Agreement have the legal power, right, and authority to make this Agreement and to bind each respective party.

27.0 Incorporation of Appendices.

Exhibit A - Scope of Services and Exhibit B - Fees are attached hereto and made a part hereof as if fully set out herein.

28.0 Entire Agreement.

This Agreement represents the entire agreement between the Parties hereto and any provision not contained herein shall not be binding upon either party, nor have any force or effect.

29.0 Governing Law and Venue.

This Agreement shall be governed by the laws of the State of Kansas and, in the event of litigation, the sole and exclusive venue shall be within the District Court of Johnson County, Kansas.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement on this 15+ day of March, 2021.

CITY OF GARDNER, KANSAS

(Mayor/City Administrator)

CONSULTANT

its Authorized Agent

Randall J. Gorton, P.E., PTOE

Vice-President

Brungardt Honomichl & Co., P.A.

ATTEST:

City Clerk

APPROVED AS TO FORM:

Ryan Denk/City Attorney

EXHIBIT A - SCOPE OF SERVICES

Consultant shall provide professional services on an as-needed basis that may include any of the following:

- 1. Attend a pre-design meeting to establish the City's expectations.
- 2. Gather all available information from Public Works and Utility Departments. Obtain Gardner Land Development Code, Gardner Access Management Plan, Olathe Technical Specifications, Olathe Design Criteria, Olathe Standard Drawings (.dwg), Lawrence Technical Specifications, KDHE Sanitary/Waterline Requirements, and APWA Section 5600.
- 3. Develop a task-oriented design schedule.

- 4. Review and compare the latest Olathe Specifications, Lawrence Specifications, and KDHE requirements for Sanitary Sewer and Waterline improvements. Develop a list of differentials and modifications to the current sanitary/water specifications.
- Review and compare the latest Olathe Specifications, Land Development Code, Access Management, and APWA Section 5600. Develop a list of differentials and modifications to the current Gardner Specification.
- 6. Progress meetings following milestone tasks to ensure appropriate direction. Assume 4 (virtual) meetings.
- 7. Review and compare the latest Olathe Design Criteria with current Gardner Design Criteria.
- 8. Update standard drawings (.dwg) using Olathe Standard Drawings.
- g. Electronically transmit updated specifications and design criteria to a City provided list of developers, contractors, etc. to gain feedback. Discuss and modify accordingly.
- 10. Review and compare Testing specifications and procedures for each sub section (streets, storm, sanitary, water, etc.) and provide a list of differentials. Discuss and make modifications accordingly.
- 11. Complete all final mark ups and modifications. Upon completion of all updates to specifications, design criteria, and drawings (.dwg and .pdf), provide electronic files (.doc) to the City of Gardner.

Additional services may be requested by the City and performed by the Consultant on a task-by-task basis.

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EXHIBIT B - FEES

The City shall compensate the Consultant for the performance of professional services described in the Scope of Services on an hourly basis at the rates listed below. Standalone tasks may be performed under a separate agreement with compensation established outside this agreement. Certain tasks may also include the use of subconsultants with a rate schedule that differs from what is listed below; in those instances, the Consultant will review the subconsultant(s) rate schedule(s) with City staff to verify that the proposed rates are compatible with City expectations in order to be paid under this agreement. Reimbursable expenses incurred as part of the work will be charged to the City in accordance with the reimbursable expense schedule listed on the next page.

These rates may be adjusted each calendar year by the Consultant as each year's standard billing rates are set. A copy of each annual updated rate schedule will be submitted to the City in writing.

Title	Rate	Title	Rate
Principal/Program Manager/	\$200.00	Construction Manager	\$150.00
Project Advisor		Lead Construction Technician	140.00
Project Manager	185.00	Construction Technician II	125.00
Sr. Traffic Engineer	180.00	Construction Technician I	100.00
Traffic Engineer	155.00	GIS Supervisor	150.00
Sr. Project Engineer	165.00	GIS Analyst III	113.00
Project Engineer	145.00	GIS Analyst II	92.00
Utilities Manager	145.00	GIS Analyst I	82.00
Design/Staff Engineer	117.00	Survey Manager	165.00
Landscape Architect	117.00	Sr. Land Surveyor	165.00
Sr. Designer	145.00	Project Surveyor	130.00
Designer	135.00	Sr. Survey Technician	110.00
Senior Eng. Technician	130.00	Survey Technician	85.00
Engineering Technician	100.00	Survey Crew Chief	110.00
Technician	75.00	Crew Member	85.00
Resident Project Engineer	145.00	Clerical	65.00

Reimbursable Expenses:

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<u>DESCRIPTION</u>	<u>UNIT</u>	PRICE
A. Passenger Vehicle	Per mile	IRS rate
B. Survey Vehicle	Per mile	\$0.70
C. Project Related Travel		Actual Cost
D. Telephone & Conference Call Service		Actual Cost
E. In House Reproduction	Sq. Ft.	\$0.15
F. Outsourced Reproduction		Actual Cost
G. Freight & Postage		Actual Cost
H. Survey Total Station	Per Hour	\$15.00
I. Survey GPS RTK Receiver	Per Hour	\$30.00
J. Survey Robotic Total Station	Per Hour	\$40.00
K. Trimble SX10 Scanner	Per Hour	\$120.00
L. Other Laser Scanning		Price per Project
M. Quickview Air HD Camera	Per Hour	\$10,00
N. Camera & Lidar Based UAV		Price per Project

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ADDITIONAL SERVICES ADDENDUM

Date: January 20, 2022 Project Number: 030470.00.01 Project Description: Technical Specification Update Consultant: BHC		
The scope and fee for this addendum is a supplement to the agreement dated <u>March 1, 2021</u>	original professional services	
Scope:		
The City has requested the term of the agreement be extend from 2022 to complete the tasks as stipulated in the original agreemen	December 31, 2021 to April 29, t.	
Fee: \$62,552.00 (no change in contract fee)		
1/20/202Z Signature Date		
Signature Date	Signature	Date
Randall J. Gorton Vice President Name / Title Bruneardt Honomich L& Co. P.A. Company	Name / Title	
Brungardt Honomich L+ Co. P.A.		
Company	City of Gardner, Kansas	

COUNCIL ACTION FORM PLANNING CONSENT AGENDA ITEM NO. 1

MEETING DATE: FEBRUARY 7, 2022

STAFF CONTACT: DAVE KNOPICK, COMMUNITY DEVELOPMENT DIRECTOR

Agenda Item: Consider accepting the dedication of right-of-way and easements on the

final plat for Symphony Farms VI

Strategic Priority: Quality of Life, Economic Development and Asset and Infrastructure

Management

Department: Community Development Department

Planning Commission Action/Recommendation:

After review of application number FP-21-07, a final plat for Symphony Farms VI, a portion of Parcel IDs CF221415-2013, CF221415-4004, and CF221415-2017, located on the east side of Kill Creek Road north of 167th Street and more specifically, at the northern terminus of Mustang Street and the eastern terminus of 164th Terrace, based on review of a staff report date January 24, 2022 and a final plat dated January 13, 2022, the Planning Commission approves the application with the following conditions:

- 1. Prior to the recording of the final plat, excise tax shall be paid to the City; and
- 2. The construction plans for any utilities, infrastructure, or public facilities shall meet all technical specifications and public improvement plans shall be submitted and approved prior to the release of the plat for recording.

and recommends the Governing Body accept dedication of right-of-way and easements.

Staff Recommendation:

Staff recommended approval of the final plat for Symphony Farms VI plat with the conditions outlined in the Planning Commission Recommendation.

Background/Description of Item:

This parcel was annexed into the City in 2003. Additionally, an application to rezone the parcel from A (Agriculture) District to R-1 (Single-Family Residential) District was approved later that year. In 2005, a preliminary plat, known at the time as Reserve at Kill Creek, was approved for a large single-family residential subdivision. No final plat was ever approved, and the site remained undeveloped.

Financial Impact:

Excise tax is levied with the act of platting the portion of the property in the city. Any of the subject property that has never been a part of a final plat before is therefore subject to paying the excise tax if it has not been paid. This tax is based on the square footage of the plat property, excluding any arterial type right-of-way dedication for streets and parkland dedication.

Attachments included:

- Planning Commission Packet
- Excerpt of the minutes from the January 24, 2022 Planning Commission meeting

Suggested Motion:

Accept the dedication of right-of-way and easements on the final plat for Symphony Farms VI plat (FP-21-07)

AGENDA ITEM NO. 1

PLANNING COMMISSION STAFF REPORT MEETING DATE: JANUARY 24, 2022

PREPARED BY: ROBERT CASE - PLANNER

PROJECT NUMBER / TITLE: FP-21-07 / Symphony Farms VI

PROCESS INFORMATION

Type of Request: Final Plat

Date Received: December 6, 2021

APPLICATION INFORMATION

Applicant: Schlagel & Associates, P.A. **Owner:** Lifestyle Building & Design, LLC

Parcel ID: A portion of CF221415-2013, CF221415-4004, and CF221415-2017

Location: On the east side of Kill Creek Road north of 167th Street and more specifically, at

the northern terminus of Mustang Street and the eastern terminus of 164th Terrace.

REQUESTED ACTION

The applicant is requesting approval of a final plat for Symphony Farms VI for 54 single-family residential lots, on 23.77 acres.

EXISTING ZONING AND LAND USE

The parcel is zoned R-1 (Single-Family Residential) District, and is currently undeveloped.

SURROUNDING ZONING AND LAND USE

<u>Zoning</u>	<u>Use(s)</u>		
North of subject property			
R-1 (Single-Family Residential) and County RUR (Rural) District	Undeveloped, agricultural		
East of subject property			
A (Agricultural) District	Undeveloped, agricultural		
South of subject property			
R-1 (Single-Family Residential) District	Undeveloped		
West of subject property			
R-1 (Single-Family Residential) District	Symphony Farms Sections IV & V single-family housing		





EXISTING CONDITIONS

Currently, the property is not platted and is unimproved.

The subject parcel is outlined in red below:



BACKGROUND / HISTORY

This parcel was annexed into the City in 2003 (Ordinance No. 2064). Also in 2003, an application to rezone the parcel from A (Agriculture) District to R-1 (Single-Family Residential) District was approved (Ordinance No. 2082). In 2005, a preliminary plat (known at the time as Reserve at Kill Creek) was approved for a large single-family residential subdivision. No final plat was ever approved in the subject location, and the site remained undeveloped.

CONSISTENCY WITH COMPREHENSIVE PLAN

The City of Gardner 2014 Comprehensive Plan identifies this parcel for low-density residential future land use, described as "areas primarily consist of detached single family homes, but may also include duplexes or triplexes arranged in a low density format on larger lots, with buildings in



character with typical single family homes. These "New Residential Growth Areas" include undeveloped land that provides a "clean slate" for future residential development. The Comprehensive Plan addresses these growth areas as having three major components that help to ensure the community's goals of providing high quality neighborhoods that satisfy demand for a broad type of housing. These goals are; neighborhood character, connectivity, and open space preservation & conservation design. The design and layout the applicant is proposing is consistent with the goals of the Comprehensive Plan.

STAFF ANALYSIS – FINAL PLAT

17.03.020(E)(1) Review Criteria:

- a. The layout and design of the final plat is in substantial compliance with the approved preliminary plat considering the number of lots or parcels; the block layout, street designs and access; the open space systems and civic design elements; the infrastructure systems; or other elements of coordinated developments.
 - **Staff Comment:** The layout and design of the final plat is in substantial compliance with the approved preliminary plat regarding lot and street layout. Staff finds this application to be consistent with many goals and objectives of the Comprehensive Plan. It meets the intent for street networks to provide for efficient and safe movement of all potential users of the streets.
- b. The construction plans for any utilities, infrastructure or public facilities shall have been found to meet all technical specifications, or final plat approval shall be conditioned on such plans meeting all technical specifications, before the recording of the final plat.
 - **Staff Comment:** Public improvement plans shall be submitted and approved prior to the release of the final plat for recording at the County. The city is the provider for sanitary sewer, water, stormwater, and electric facilities in the area.
- c. The phasing and timing of public improvements ensures construction and performance guarantees.
 - **Staff Comment:** This is the sixth phase for the Symphony Farms Subdivision. The Traffic Impact Study, Stormwater Management Plan and Public Improvement Plans have been submitted but not approved. All Public Improvement Plans shall be submitted and approved prior to the release of the final plat for recording and issuance of building permits to ensure all improvements are in place.
- d. Any deviations in the final plat from the preliminary plat brings the application in further compliance with the Comprehensive Plan and the purposes and intent of this Code.
 - **Staff Comment:** There are no deviations requested from the preliminary plat.
- e. The recommendations of professional staff, or any other public entity asked to officially review the plat.
 - **Staff Comment:** Staff recommends the Planning Commission approve the final plat with the conditions outlined below and forward a recommendation to the Governing Body to accept the dedication of right-of-way and easements.

EXCISE TAX

Excise tax is levied with the act of platting the portion of the property in the city. The subject property has never been a part of a final plat and is therefore subject to paying excise tax. This tax is based on the square footage of the plat property, excluding any arterial type right-of-way

GARDNER PLANNING COMMISSION FP-21-07 / Symphony Farms VI January 24, 2022 Page 4



dedication for streets and parkland dedication. This phase of the Symphony Farms Subdivision does not have any special dedications and is required to pay excise tax.

STAFF ANALYSIS - INFRASTRUCTURE / OTHER

WATER, SANITARY SEWER, STORMWATER, ELECTRIC, GAS -

A sanitary sewer line traverses the site just south of the waterway on the eastern portion of the site. Existing stormwater infrastructure also extends from the existing subdivision to the edge of the waterway. Electric service runs along all but the northern boundary. Water service is available throughout the adjacent subdivisions and along Kill Creek Road. Customary utility easements are being provided with this plat, except that the utility easement will be in front of lots. This allows the preservation of the natural tree line and creates a natural buffer from the rear of the lots to the proposed continuation of the east-west collector Madison Street.

ATTACHMENTS

- I. Final Plat
- II. Application

RECOMMENDATION

Staff recommends approval of the final plat for Symphony Farms VI Plat with the conditions outlined in the Recommended Motion below.

Recommended Motion:

After review of application number FP-21-07, a final plat for Symphony Farms VI, a portion of Parcel IDs CF221415-2013, CF221415-4004, and CF221415-2017, located on the east side of Kill Creek Road north of 167th Street and more specifically, at the northern terminus of Mustang Street and the eastern terminus of 164th Terrace, based on review of a staff report date January 24, 2022 and a final plat dated January 13, 2022, the Planning Commission approves the application with the following conditions:

- 1. Prior to the recording of the final plat, excise tax shall be paid to the City; and
- 2. The construction plans for any utilities, infrastructure, or public facilities shall meet all technical specifications and public improvement plans shall be submitted and approved prior to the release of the plat for recording.

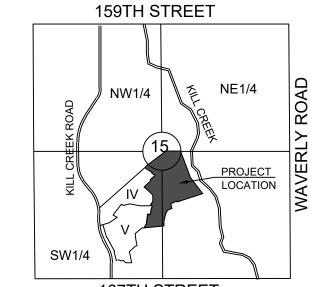
and recommends the Governing Body accept dedication of right-of-way and easements.

NENE, SE 1/4, SEC. 15-14-22 N89°41'07"E 348.88' UNPLATTED N89°41'07"E 2669.00' NE CORNER, SE 1/4 FINAL PLAT OF SECTION 15-14-22 NW CORNER, SE 1/4, 2" ALUMINUM CAP SECTION 15-14-22 1/2" REBAR IN THE CITY OF GARDNER, JOHNSON COUNTY, KANSAS BK 6798 **DESCRIPTION:** UNPLATTED All that part of the South One-Half of Section 15, Township 14 South, Range 22 East, in the TRACT C City of Gardner, Johnson County, Kansas, more particularly described as follows: Beginning at the Northwest corner of the Southeast One-Quarter of said Section 15; thence along the North line of the said Southeast One-Quarter, North 89 degrees 41 minutes 07 CORRIDOR seconds East, a distance of 348.88 feet; thence South 20 degrees 27 minutes 54 seconds East, a distance of 597.16 feet; thence South 37 degrees 17 minutes 09 seconds East, a distance of 413.05 feet; thence South 71 degrees 31 minutes 01 seconds West, a distance of 396.33 feet; thence South 73 degrees 06 minutes 41 seconds West, a distance of 160.83 feet to a point of curvature; thence along a curve to the left, having an initial tangent bearing of North 16 degrees 53 minutes 19 seconds West, a radius of 475.00 feet, a central angle of 02 degrees 22 minutes 00 seconds and an arc length of 19.62 feet; thence South 64 degrees 33 LIMITS 100 YR FLOOD minutes 53 seconds West, a distance of 142.29 feet; thence South 15 degrees 03 minutes 06 seconds East, a distance of 98.44 feet; thence South 68 degrees 54 minutes 38 seconds shall hereafter be known as "SYMPHONY FARMS VI". West, a distance of 101.34 feet; thence South 23 degrees 55 minutes 55 seconds West, a distance of 90.44 feet; thence South 14 degrees 35 minutes 44 seconds West, a distance of 146.92 feet; thence South 02 degrees 21 minutes 40 seconds East, a distance of 105.61 feet; thence South 84 degrees 53 minutes 10 seconds West, a distance of 418.30 feet to the Southeast corner of Lot 138, SYMPHONY FARMS V, a subdivision in the said City of Gardner; thence along the East line of said SYMPHONY FARMS V for the following six courses, North 28 degrees 26 minutes 03 seconds East, a distance of 98.88 feet; thence North 09 degrees 06 minutes 08 seconds East, a distance of 103.14 feet; thence North 07 within said prior easement. degrees 33 minutes 52 seconds East, a distance of 96.75 feet; thence South 76 degrees 26 minutes 01 seconds East, a distance of 50.69 feet; thence North 13 degrees 33 minutes 59 seconds East, a distance of 193.42 feet; thence North 65 degrees 22 minutes 58 seconds West, a distance of 39.59 feet to a point on the East line of Lot 95, SYMPHONY FARMS IV, a subdivision in the said City of Gardner; thence along the East line of said SYMPHONY FARMS IV for the following twelve courses, North 33 degrees 08 minutes 37 seconds East, a distance of 92.54 feet; thence North 01 degrees 27 minutes 34 seconds West, a distance of 124.76 feet; thence North 35 degrees 33 minutes 05 seconds West, a distance of 42.08 feet; thence North 49 degrees 32 minutes 27 seconds West, a distance of 167.57 feet; thence ITB=N36°40'33"E North 45 degrees 10 minutes 15 seconds West, a distance of 43.96 feet; thence North 48 R=225.00 degrees 01 minutes 28 seconds East, a distance of 195.88 feet; thence North 41 degrees 58 minutes 35 seconds West, a distance of 16.06 feet to a point of curvature; thence along a L=14.96' curve to the right, tangent to the previous course and having a radius of 475.00 feet, a central Δ=3°48'37" angle of 01 degrees 01 minutes 51 seconds and an arc length of 8.55 feet; thence North 49 use and/or maintenance of storm drainage facilities. degrees 03 minutes 16 seconds East, a distance of 133.71 feet; thence North 53 degrees 19 minutes 27 seconds West, a distance of 84.65 feet to a point of curvature; thence along a curve to the left having an initial tangent bearing of North 36 degrees 40 minutes 33 seconds East, a radius of 225.00 feet, a central angle of 03 degrees 48 minutes 37 seconds and an arc length of 14.96 feet; thence North 57 degrees 08 minutes 04 seconds West, a distance of constructed will be the responsibility of the City of Gardner. 187.76 feet; thence North 47 degrees 54 minutes 21 seconds East, a distance of 87.86 feet; thence North 52 degrees 41 minutes 08 seconds East, a distance of 419.99 feet to a point on the West line of the said Southeast One-Quarter; thence along said West line, North 00 CL 15' S/E degrees 01 minutes 41 seconds East, a distance of 31.50 feet to the Point of Beginning, and RESTRICTIONS: R=475.00' BK 6798 containing 23.7735 acres, more or less. A public sidewalk easement shall be granted to the City of Gardner, Kansas within Tracts B and C for a future public trail. **CONSENT TO LEVY:** STREAM CORRIDOR <u>5' U/E</u> The undersigned proprietor of the above described tract of land hereby agrees and consents that the City of Gardner, Johnson County, Kansas, shall have the power to public way or thoroughfare. TRACT Q 174 **EXECUTION:** 10' U/E <u> IMITS 100 YR FLOOD</u> R=14.00' ZONÉ AE L=21.99' Lifestyle Building & Design, LLC CL 15' U/E CL 15' U/E James J. Humbert, Managing Member N35°33'05"W - S89°40'56"E-42.08' __ _90.43'_ _ _ STATE OF 171 **COUNTY OF** 21.99'-UNPLATTED My Commission Expires: _____ ITB=N16°53'19"W 207 R=475.00' **APPROVALS:** L=19.62' <u>10' U/E</u> Δ=2°22'00" 168 ------208 S15°03'06"E 98.44' N65°22'58"W 39.59' 209 142 S68°54'38"W **SETBACKS:** SCALE: 1" = 60' **BASIS OF BEARINGS:** S23°55'55"W CORNER LOT STREET SIDE 20' Final Plat of Symphony Farms IV REAR INTERIOR SIDE S76°26'01"E W 164th TER 50.69' AREA (SF) LOT # AREA (SF) 13,270.71 183 13,603.10 202 8,857.65 13,689.97 11,744.78 184 203 8,239.06 13,602.78 16,633.73 8,305.84 166 185 204 167 12,296.67 186 11,322.27 205 12,723.62 1. A portion of Subject property lies within a 100-year floodplain, Area of Special Flood Hazard, Zone AE (Base Flood Elevations determined). 11,626.61 10,111.48 206 10,723.61 Shown hereon, scaled from FEMA, FIRM No. 20091C0104G, revised August 3, 2009. The remainder of Subject property lies within Zone X 11,622.48 10,054.69 14,878.42 (Areas determined to be outside the 0.2% annual chance floodplain. 13,723.78 189 9,616.17 13,611.45 16.31'— 2. Lot corners will be set after site construction. I HEREBY CERTIFY THIS PLAT WAS PREPARED 10,449.74 12,036.09 10,406.04 190 209 <u>10' U/E</u> UNDER MY DIRECT SUPERVISION BASED ON A FIELD SURVEY PERFORMED ON 8-11-2020 AND 13,332.43 12,009.06 172 11,110.59 191 210 THAT SURVEY MEETS OR EXCEEDS THE 12,036.28 173 12,369.65 192 10,673.16 211 CURRENT MINIMUM STANDARDS FOR PROPERTY N89°53'17"E N89°06'18"W BOUNDARY SURVEYS. THE DETAILS SHOWN 14,167.33 193 10,839.29 11,859.23 212 HEREON ARE TRUE AND CORRECT TO THE BEST OF MY KNOWLEDGE AND BELIEF. 10,911.12 10,076.51 11,656.94 213 **LEGEND:** 9,906.86 10,243.35 195 214 11,834.01 FOUND MONUMENT AS NOTED FOUND 1/2" REBAR WITH KSLS 54 CAP 11,559.22 196 9,552.37 TRACT B 3,686.97 UNLESS OTHERWISE NOTED SET 1/2" REBAR W/LS-54 CAP 12,953.59 9,369.27 TRACT C 324,604.58 178 197 **UNLESS OTHERWISE NOTED** UNPLATTED D/E DRAINAGE EASEMENT 179 14,973.95 198 8,058.77 R/W 123,142.45 R/W - RIGHT-OF-WAY 180 14,558.04 199 8,136.58 1,035,575.75 TOTAL - SANITARY SEWER EASEMENT DEVELOPER: LIFESTYLE BUILDING & DESIGN. LLC - UTILITY EASEMENT 11,063.78 8,502.48 181 200 11237 NALL AVENUE, SUITE 100 EXISTING LOT AND PROPERTY LINES LEAWOOD, KANSAS 66211 10,454.45 201 8,782.39 182 ---- EXISTING PLAT AND R/W LINES Aaron T. Reuter - Land Surveyor

SW CORNER, SE 1/4

SECTION 15-14-22 2" ALUMINUM CAP SYMPHONY FARMS VI

PART OF THE SOUTH 1/2 OF SEC. 15-14-22



167TH STREET **SECTION 15-T14-R22 LOCATION MAP** SCALE 1" = 2000'

The undersigned proprietors to the above described tract of land have caused the same to be subdivided in the accompanying plat, which subdivision and plat

The undersigned proprietors of said property shown on this plat do hereby dedicate for public use and public ways and thoroughfares, all parcels and parts of land indicated on said plat as streets, terraces, places, roads, drives, lanes, parkways, avenues, courts, and alleys not heretofore dedicated. Where prior easement rights have been granted to any person, utility or corporation on said parts of the land so dedicated, and any pipes, lines, poles and wires, conduits, ducts or cables heretofore installed thereupon and therein are required to be relocated, in accordance with proposed improvements as now set forth, the undersigned proprietor hereby absolves and agrees to indemnify the City from any expense incident top the relocation of any such existing utility installations

An easement or license to enter upon, locate, construct, use and maintain or authorize the location, construction or maintenance and use of conduits, water, gas, sewer pipes, poles, wires, drainage facilities, irrigation systems, ducts and cables, and similar facilities, upon, over and under these areas outlined and designated on this plat as "Utility Easement" or "U/E" is hereby granted to the City of Gardner, with subordinate use of the same by other governmental entities and public utilities as may be authorized by state law to use such easement for said purposes. Utility easements shall be kept clear of obstructions that impair the strength or interfere with the use and/or maintenance of public utility located within the easement.

An easement or license is hereby granted to the City, to locate, construct and maintain or authorize the location, construction or maintenance and use of sanitary sewer pipes and structures upon, over and under the areas outlined and designated on this plat as "Sanitary Easement" or "S/E".

An easement or license to enter upon, locate, construct, use and maintain or authorize the location, construction, maintenance or use of conduits, surface drainage facilities, subsurface drainage facilities, and similar facilities, upon, over and through those areas outlined and designated on this plat as "Drainage Easement" or "D/E" is hereby granted to the City of Gardner. Drainage easements shall be kept clear of obstructions that impair the strength or interfere with the

An easement or license is hereby granted to the City of Gardner, Kansas, to enter upon, locate, construct and maintain a future public multi-use trail in Tract C. The exact location of the future multi-use trail shall be located in the field at the time of final design and construction of the trail. Maintenance of the trail, once

Tracts B and C are to be owned and maintained by the Homeowners Association that serve this plat. Tract B is to be used for access to Tract "C", open space, trails, landscaping. Tract C is to be used for stormwater quality features, open space, trails, landscaping and natural area.

The use of all lots, units and properties in this subdivision shall hereafter be subject to the Declarations, which instruments are to be recorded in the Office of the Register of Deeds of Johnson County, Kansas, as provided above, and which shall hereby become a part of the dedication of this plat as though set forth

release such land proposed to be dedicated for public ways and thoroughfares, or parts thereof, for public use, from the lien and effect of any special assessments, and that the amount of unpaid special assessments on such land so dedicated, shall become and remain a lien on the remainder of this land fronting or abutting on said dedicated

IN TESTIMONY WHEREOF, Lifestyle Building & Design, LLC, a Limited Liability Corporation, has caused this instrument to be executed this ____ day of

, 202__, before me, the undersigned, a Notary Public in and for the County and State aforesaid, came James J. Humbert, Managing Member, of Lifestyle Building & Design, LLC, a Limited Liability Corporation, who is personally known to be the same person who executed the within instrument of writing, and such person duly acknowledged the execution of the same for himself and for the uses and purposes herein

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my notarial seal the day and year last above written.

APPROVED BY, the Planning Commission of the City of Gardner, Johnson County, Kansas, this ______ day of ______, 20___.

KS# LS-1429

ACCEPTANCE OF DEDICATIONS AND EASEMENTS BY, the Governing Body of the City of Gardner, Johnson County, Kansas, this _____ day of _____



DATE 11/18/2021 DRAWN BY SCH CHECKED BY JWT

PROJ. NO. 21-191

#E-296 #LA-29 #LS-54 FINAL PLAT OF SYMPHONY FARMS VI

SHEET NO. 1

PLANNING COMMISSION MEETING City of Gardner, Kansas Council Chambers

January 24, 2022 7 p.m.

CALL TO ORDER

The meeting of the Gardner Planning Commission was called to order at 7:03 p.m. on Monday, January 24, 2022, by Commissioner Meder.

PLEDGE OF ALLEGIANCE

Commissioner Meder led the Pledge of Allegiance.

ROLL CALL

Chair Meder- Zoom
Commissioner Cooper- Zoom
Commissioner Hansen
Commissioner Ham
Commissioner McNeer
Commissioner Jueneman

Staff members present:
David Knopick, Community Development Director
Robert Case, Principal Planner
Melissa Krayca, Administrative Assistant
Spencer Low, City Attorney

CONSENT AGENDA

1. Approval of the minutes as written for the meeting on October 25, 2022.

Motion made by Commissioner McNeer to approve the minutes, seconded by Commissioner Ham.

Motion passed 6-0.

REGULAR AGENDA

1. FP-21-07: Consider a final plat for 54 lots on 23.77 acres for Symphony Farms VI subdivision.

STAFF PRESENTATION

Mr. Robert Case, Principal Planner, presented the information in the staff report for Symphony Farms VI subdivision. The property includes approximately 23.77 acres of land located at the northern terminus of Mustang Street and eastern terminus of 164th Terrace. The property has never been platted and is undeveloped. The final plat consists of 54 lots and 2 tracts for a single family development and all infrastructure is available to this site.

Mr. Case stated that staff finds the plat to be in substantial compliance with the preliminary plat and the Land Development Code. The request for final platting is consistent with established goals and policies of the City. No deviations are requested with this plat and excise tax will be

levied with this plat. Staff recommends approval of the final plat for Symphony Farms VI with the conditions outlined in the recommended motion.

APPLICANT PRESENTATION

The applicant did not have a formal presentation but was present and available for any questions.

COMMISSION DISCUSSION

There were no questions or comments on behalf of the commissioners.

Motion made after review of application number FP-21-07, a final plat for Symphony Farms VI, a portion of Parcel IDs CF221415-2013, CF221415-4004, and CF221415-2017, located on the east side of Kill Creek Road north of 167th Street and more specifically, at the northern terminus of Mustang Street and the eastern terminus of 164thTerrace, based on review of a staff report date January 24, 2022 and a final plat dated January 13, 2022, the Planning Commission approves the application with the following conditions:

- 1. Prior to the recording of the final plat, excise tax shall be paid to the City; and
- 2. The construction plans for any utilities, infrastructure, or public facilities shall meet all technical specifications and public improvement plans shall be submitted and approved prior to the release of the plat for recording.

And recommends the Governing Body accept dedication of right-of-way and easements.

Motion made by Commissioner McNeer and seconded by Commissioner Ham. Motion passed 6-0.

DISCUSSION ITEMS

Chair Meder opened discussion concerning the nomination for the vice chair. After discussion and nominations were made, a motion was agreed on. Regular elections for Planning Commission will happen in May 2022.

Motion made to elect Commissioner McNeer as the vice chair by Commissioner Ham and seconded by Commissioner Jueneman.

Motion passed 6-0.

Motion made to adjourn by Commissioner McNeer and seconded by Commissioner Hansen.

Motion passed 6-0.

Meeting adjourned at 7:22 p.m.

Recording of the meeting can be found at: https://www.youtube.com/channel/UCAdAhFt-4m1 Q4tj jgHtBg

COUNCIL ACTION FORM NEW BUSINESS ITEM No. 1

MEETING DATE: FEBRUARY 7, 2022

STAFF CONTACT: MATT PONZER, ELECTRIC GENERATION MANAGER

Agenda Item: Consider authorizing the execution of an agreement to perform a Gas

Turbine Controls system upgrade

Strategic Priority: Infrastructure and Asset Management

Department: Utilities – Electric Division

Staff Recommendation:

Staff recommends authorizing a turbine control system upgrade from HPI Energy.

Background/Description of Item:

The city owns two gas turbine generators for power generation as well as meeting the capacity requirement as part of being a municipal utility. The existing control system uses components no longer available from a company that is no longer in business. The existing control system also uses original relays from GE's 1960s equipment; failure is common and spare parts are not available. If the gas turbine generators are unavailable to run an annual capacity test, the city must purchase that capacity on the power market. The city could save approximately \$750,000 a year by having the two units available to run the annual capacity test. In order for the units to have adequate availability to perform the annual test, they need to be upgraded to a modern controls system that has technical support and parts availability.

RFQ Process:

The city solicited a Request for Qualifications process to determine which company is the most qualified to execute a controls system upgrade. A selection committee was formed to review the qualifications and make a recommendation to City Council on which contractor should execute the project. The committee members were:

- Matt Ponzer, Electric Substation Division Manager
- John Trickett, Engineering Tech, Public Works
- Alan Abramovitz, Human Resources Manager
- Jeff LeMire, Utility Manager

All companies submitted their qualifications to the selection committee and were evaluated by the following criteria included in the RFQ:

- 1. Adherence to proposal submittal outline.
- 2. Project understanding and approach including firm's familiarity with the project area.
- 3. Relevant Experience
- 4. Staff and Availability
- 5. Project Schedule including ability to perform the desired services within the time prescribed or consultants' justification for modifying the time schedule.

The committee independently reviewed the qualifications and provided a score for each contractor. HPI Energy earned the highest score. The committee concurred that HPI Energy is well qualified and has a good project understanding and relevant experience that will benefit the city with this project.

Approving HPI Energy for Phase II as opposed to soliciting another round of bids after Phase I is complete:

The project should be executed in two phases. HPI will provide a proposal for Phase 2 of the project while subsequently executing Phase 1. The contractual dollar amount for Phase 2 shall be proposed on a T&M not to exceed basis and considered for approval at the March 7th City Council Meeting.

Phase 1: Instrumentation Survey, Drawings, and Specifications

Phase 2: Removal, Installation, and Commissioning

The city must have the project completed in order to perform a summer capacity test. Due to long lead items and concerns with supply chain shortages, it benefits the city to proceed with HPI Energy for Phase 2 of the project. They will submit their proposal for Phase 2 prior to completion of Phase 1. If not approved, another bid package would be issued, adding an additional 6-8 weeks to the project completion schedule. Long lead items would not be ordered until subsequent approval of the Phase 2 bid. In this situation, the city would miss the timeframe for completing the summer capacity test and they would need to purchase approximately \$750,000 worth of capacity on the market. City staff believes the qualifications process issued for the project, with HPI being selected as the most qualified, is sufficient for selecting them in both Phase 1 and Phase 2 of the project. The following are commercial benefits to using HPI for both Phase 1 and Phase 2 of the project (Also see **Attachment 1**).

- HPI will work together with the City of Gardner to procure the long lead items in advance prior to/during the design of the system and minimize the delay of important equipment in the current market conditions
- HPI can use any of the recently delivered Frame 5 retrofits and customize it for the requirements of City of Gardner reducing the engineering requirements by more than 50%
- Reduced costs in site/field survey and inspection. Site survey won't be necessary in phase II
- Reduced engineering costs. Part of the engineering hours spent in Phase I will be not necessary in Phase II
- Reduced costs of drawing creation. Some drawings created for Phase I will be reused or will be the base for the drawings in Phase II
- Reduced document (specification) costs. Some documents created for Phase I will be reused or will be the base for Phase II

Financial Impact:

Funds are available in the Electric Fund, CIP Project No. EL2202.

Attachments:

- Attachment 1 HPI Energy Phase 2 Commercial Savings
- Attachment 2 HPI Energy Proposal for Phase 1 of the project

Suggested Motion:

Authorize the City Administrator to execute Phase 1 of the Turbine control system upgrade with HPI Energy for a contract amount of \$95,000.





Commercial and Technical Considerations

to perform the Phase II of the

Engineering Services
GAS TURBINE CONTROL SYSTEM
UPGRADE EL2202

for

GARDNER UTILITIES DEPARTMENT

located in

CITY OF GARDNER, KS

RFQ EL-2202 HPI Proposal No. P_22_6265



January 20, 2022

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First Point Assessment Registration No: #10049487













Certificate No. EN 1301

Certificate No. 6783

Certificate No. OH 1352

HPI Energy Services, LLC USA ISO-9001, ISO-14001, ISO-18001 Certificates



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1 INTRODUCTION

HPI is pleased to submit this proposal to The City of Gardner, KS for PHASE II to upgrade the PAL control system for the two GE Frame 5 Generator Sets, located in the in the beforementioned city. The proposed control system upgrade will exceed the existing capacity of the PAL and other systems still to be determined whilst enhancing their operational versatility, reliability and maintenance. HPI will use its extensive knowledge and experience of working on the latest Frame 5 Gas Turbine control systems to complete the specification documentation from the OEM control system and will provide a solution that greatly improves the reliability and functionality of the Control and Protection System.

As a customer you will have valuable input throughout the specification preparation process and will find the solution well-tailored to fit your requirements. In addition these controls can set a precedent for your facility in terms of a technology path forward, enabling better logistics for spares and maintenance in the future.

2 HISTORY

HPI is an established company specializing in the design/development, engineering, manufacturing, testing and installation of retrofit control and monitoring systems for industrial turbo-machinery applications. HPI is a recognized provider of rotating equipment EPC, support, maintenance and upgrade services to the global hydrocarbon and power industries. In its second decade since inception, HPI has grown from being solely a Houston based company into a global organization which has allowed HPI to develop a worldwide network of offices and facilities, each strategically located to be close to its key customers. HPI's continual growth has given it the capability to deliver projects ranging in value from transactional services costing a few thousand dollars to complex multi-million dollar turnkey contracts. Regardless of the value of the contract, HPI applies its core values of customer focus, quality, responsiveness and flexibility to ensure that every project is delivered safely, on time, within budget and to full customer satisfaction.

HPI can trace its pedigree back to the industry giants Hawker Siddeley Dynamics Engineering (HSDE) and Vosper Thornycroft (VT). HSDE developed a range of electronic gas turbine controllers for industrial and marine use in the 1960's and was later acquired by VT in 1995. When VT Controls withdrew from the industry in 2002 a team of former VT executives and senior engineers recognised that there was still a significant demand for an independent gas turbine controls supplier and formed HPI to provide PLC based control systems and aftermarket support to industrial gas turbine users worldwide. Using their controls expertise, personal experience and empirically available data, HPI's team developed its own IP which has been deployed successfully on numerous gas turbine control projects since its launch. HPI has grown rapidly since its inception to become a recognised supplier of turbine control systems and services worldwide.

A detailed experience list can be provided if requested.



3 HEALTH, SAFETY & ENVIRONMENT

HPI is fully committed to the health, safety and wellbeing of all people with whom it interacts. Assessment of HSE hazards, risks and mitigations are always at the forefront of the company's activities being given equal priority to other business critical activities. The company successfully achieving OHSAS 18001 accreditation confirms this commitment but perhaps one of the most significant indicators is its industry leading TRIR metrics.

HPI is equally committed to its environmental responsibilities, in recognition of which its demonstrated conformance with its environmental management system has been independently audited to comply with ISO Standard 14001.

4 QUALITY

An effective quality management system with demonstrated quality delivery has been pivotal to HPl's success. In addition to the company's ISO 9001 accreditation, it is a registered Achilles FPAL and UVDB Verify supplier. The company has also been audited to other stringent quality requirements such as those of the nuclear industry in Canada.



5 HPI CONTROL SYSTEM SOLUTIONS

HPI take time and effort to tailor make a proposal to meet each customers individual project specifications. The following section will describe the varying scopes of work and products typically offered and supplied by HPI in a Gas Turbine Control System Upgrade.

HPI has extensive experience and expertise with control system upgrades in all the following GE Gas Turbine engines-

- LM1600
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- LM5000
- LM6000
- MS1002
- MS3002
- MS5001
- MS5001D
- MS5001K
- MS5001L
- MS5001LA

- MS5001M
- MS5001N
- MS5001P
- MS5002
- MS6001B
- MS7001EA
- MS7001FA
- PGT2
- PGT5
- PGT10

HPI provides fully engineered, custom, PLC-based control systems for aeroderivative, heavy industrial and light industrial turbomachinery applications. By leveraging open- architecture, commercially off-the-shelf (COTS) PLC control systems, HPI can provide a custom range of controls with the PLC's inherent data sharing, management, remote control, and monitoring capabilities.

HPI's PLC control systems typically include software, hardware, instrumentation, interfaces, protection systems, condition monitoring, installation, commissioning, documentation, training, and support. In addition, HPI's PLC control systems can easily integrate with balance of plant (BOP), supervisory control and data acquisition (SCADA), or distributed control systems (DCS).

HPI's control systems have the inherent PLC features of extensive input/output (I/O) and often include a customized human-machine interface (HMI). Depending on the application, HPI incorporates rapid scan times for high-speed or precision control. As a Rockwell System Integrator, HPI has extensive experience with the Allen- Bradley Logix™ PLC and Logix™ software to offer proven solutions in multiple applications.



6 BENEFITS OF HPI CONTROLLOGIX BASED TURBINE CONTROL SYSTEM

- 1. Allen Bradley Control Platform is used successfully in 1000's of Gas Turbine applications worldwide on a wide range of gas turbine manufacturers including GE, Rolls Royce, Solar Turbines, Pratt & Whitney, Westinghouse.
- 2. HPI has implemented its Allen Bradley solution in more than 90 Frame 5/MS5001 gas turbines, the same type used by the City of Gardner
- 3. Significantly Lower system cost. Material cost is significantly lower while still exceeding the performance capabilities of the currently installed Pond and Lucier, LLC (PAL) system.
- 4. Lower cost of HPI's installation and support. PAL on the contrary has High cost for installation and maintenance (Technical assistance and parts)
- 5. HPI Commissioning Personnel are skilled in all aspects of the system during the commissioning phase, and are able to undertake and implement modifications/design changes without the need to refer back to head office to await for the modification to be performed. HPI commissioning engineers are multidiscipline, having experience in the turbine control system, turbine and drive operation, generator protections, etc.
- 6. Lower Running and maintenance costs.
- 7. Open Architecture offers the user ability to maintain/modify system without being tied to original supplier such as GE and PAL. The PAL system requires the use of costly obsolete maintenance tools to allow viewing of system software. Unable to modify system without PAL personnel.
- 8. PAL system requires PAL to undertake system or software modifications.
- Greater System flexibility. The open nature of the software allows the user or other 3rd parties to add additional functionality without the need to return to original supplier. With Speedtronic system the end user is tied to GE to upgrade system.
- 10. Worldwide distributor network ensures new or replacement parts are available locally, generally spares are available next day.
- 11. HPI ControlLogix solution has a throughput of 10mS whereas the others minimum Frame Rate is 10ms, meaning that the system throughput, ie the system's ability to respond to a change is longer (typically 40mS). Consequently the HPI system is more capable of executing critical and more complex algorithm when required.
- 12. System reliability is not measurably increased by the use of a triplicated CPU architecture system with simplex I/O (standard configuration of the Mark Vie controller). When looking at the reliability of an overall system it is necessary to consider the Mean Time Between Failure (MTBF) and the Mean Time To Repair (MTTR) of all the components in the system, of which the control system is one; the wiring and field devices represent the balance of the system. Typically the control system is the most reliable component by far, regardless of whether it is a Dual Redundant or TMR installation. In fact the Allen Bradley ControlLogix



system has published MTBF figures which have been validated by a third-party, proof of the ControlLogix platform's high MTBF and low MTTR. For example the ControlLogix 1756-L61 processor has an MBFT of 815,822 hours (93 years) and a MTTR of less than 1 hour, depending on the availability of a spare module.

- 13. As a standard part of the upgrade process on any GE gas turbine control system, HPI incorporates the latest Technical Information Letters (TIL's) available from that site plus the other sites on which HPI has carried out upgrades. As a result HPI's software meets or exceeds the current GE algorithms.
- 14. Additionally it has been HPI's experience that GE's restrictive policy on software changes and high field services rates, has resulted in our customers requesting a number of additional features & functionally be incorporated within HPI control systems which GE had previously made difficult or cost restrictive.
- 15. The redundant ControlLogix system is designed to detect any processor failure, both minor and major faults. In the event that a fault is detected the control is automatically and bumplessly transferred to the secondary processor. There is no possibility of the system continuing to run on a "partially" failed processor.
 - The failed processor can be replaced without the removal of power. Once a healthy processor is detected, the control system will automatically synchronize the new processor and enable it as the secondary unit. Throughout this process, safe and reliable operation of the gas turbine is unaffected, as has been proven out by the thousands of Rockwell Allen-Bradley controllers on high-speed turbo-machinery packages worldwide.
- 16. With memory options ranging up to 8MB, ControlLogix controllers support intensive process applications and provide fast processing of motion instructions in a single integrated solution.
- 17. ControlLogix provides modular network communications that let you purchase only what you need. Interface using ControlLogix communication modules via a ControlLogix gateway, without the need for a processor in the gateway chassis, or interface directly to a ControlLogix processor.
- 18. The ControlLogix solution also provides time synchronization capabilities, which is useful in first fault and process sequencing applications especially.



7 ADVANTAGES OF USING HPI IN PHASE II OF THE TURBINE CONTROL SYSTEM RETROFIT

7.1 Technical Advantages:

- 1. State of the art "Open Architecture" and "Open Source": HPI utilizes Allen Bradley/Rockwell Software Programable Logic Controllers and Input/Output modules and instrumentation commercially available off the shelf. The PLC we use is the same widely used in other industrial applications. Also, our software is written in Ladder Logic, one of the Universal/Standard Languages used in most control systems and known by most of the controls engineers and technicians. Therefore, City of Gardner won't have to depend on HPI or another OEM system/vendor as the PAL currently installed, in contrary the city will have many options for parts and technical support from the vendors and system integrators available locally and nationwide.
- 2. HPI will provide a system retrofit solution that has been proven in 200+ gas turbines around the world, and in 35+ units of the same type of the one installed in City Of Gardner.

7.2 Commercial Advantages:

- 1. HPI will work together with City of Gardner to procure the long lead items in advance prior to/during the design of the system and minimize the delay of important equipment in the current market conditions. To make sure the transparency and that City of Gardner obtains the fair market price HPI would charge cost + 20% for materials and equipment. We believe that this price will be even lower than the price that the city will obtain by going directly to the vendors. For the engineering services HPI can work in a T&M basis using the 2022 Field Service Rate Schedule, which is the same we used for phase I, or in an agreed lump sum amount. We would provide a project schedule with resources and time that will allow to issue a "No to Exceed" PO in agreement with the City.
- 2. HPI can use any of the recent delivered Frame 5 retrofits and customize it for the requirements of City of Gardner reducing the engineering requirements by more than 50%
- 3. Reduce costs in site/field survey and inspection. Site survey won't be necessary in phase II.
- 4. Reduced engineering costs. Part of the engineering hours spent in phase I will be not necessary in phase II.
- Reduce costs of drawing creation. Some drawings created for phase I will be reused or will be the base for the drawings in phase II
- 6. Reduced document costs. Some documents created for phase I will be reused or will be the base for the drawings in phase II



7.3 Other Advantages:

1. Provided that HPI is awarded the Phase II of this project by the second week of February 2022 we can deliver the new system and have the units commercially available by summer 2022 operation season.

8 CONTACT PERSON

For any technical/commercial comments or questions about this proposal, the following personnel will be available:

Eduardo Inciarte



281-728-5463 (cell) 713-457-7507 (office) 713-457-7501 (fax)

e-mail: einciarte@hpienergy.com

web: www.hpienergy.com





Commercial Proposal

to perform

Engineering Services
GAS TURBINE CONTROL SYSTEM
UPGRADE EL2202

for

GARDNER UTILITIES DEPARTMENT

located in

CITY OF GARDNER, KS

RFQ EL-2202 HPI Proposal No. P_21_6222C

January 5, 2022

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First Point Assessment Registration No: #10049487













Certificate No. EN 1301

Certificate No. 6783

Certificate No. OH 1352

HPI Energy Services, LLC USA ISO-9001, ISO-14001, ISO-18001 Certificates



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1 INTRODUCTION

HPI is pleased to submit this commercial proposal to The City of Gardner, KS to prepare the specifications to BID for the upgrade of the PAL control system for the two GE Frame 5 Generator Sets, located in the in the beforementioned city. The proposed control system upgrade will exceed the existing capacity of the PAL and other systems still to be determined whilst enhancing their operational versatility, reliability and maintenance. HPI will use its extensive knowledge and experience of working on the latest Frame 5 Gas Turbine control systems to complete the specification documentation from the OEM control system and will provide a solution that greatly improves the reliability and functionality of the Control and Protection System.

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HPI take time and effort to tailor make a proposal to meet each customers individual project specifications. The following section will describe the varying scopes of work and products typically offered and supplied by HPI in a Gas Turbine Control System Upgrade.

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6 SCOPE OF WORK

6.1	Determine Deta	iled Requirements and Scope of Work
3.1.1	Kickoff Meet	ing
6.1.2	Site Survey	
6.2	Preliminary des	ign documents and specifications, Conceptual
5.2.1	HPI Project 1	Team Kickoff Meeting
5.2.2	Preliminary I	/O Database
5.2.3	Preliminary (Cable Schedule
6.2.4	Preliminary (Control System Block Diagram
6.2.5	Preliminary i	nstrument BOM
5.2.6	Preliminary (Control Panel BOM
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3.3.1	Instrumentat	ion and Cabling Survey and Report/Recommendations
3.3.2	Preliminary I	Design Drawings to be used for Bids
5.3.3	Specification wiring, and	ns that include construction standards, instrumentation,
3.3.4	Additional de	ocuments to successfully bid the control system upgrade
6.4	Customer revie	w and approvals
3.4.1	Preliminary I	Documents Review
6.4.1.1	Preliminary I	/O Database
	6.4.1.2	Preliminary Cable Schedule
	6.4.1.3	Preliminary instrument BOM
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6.4.2	Final Docum	ent Review
	6.4.2.1	Instrumentation and Cabling Survey and Report/Recommendations
	6.4.2.2	Preliminary Design Drawings to be used for Bids



6.4.2.3 Specifications that include construction standards, instrumentation, wiring, and

6.4.2.4 Additional documents to successfully bid the control system upgrade

6.5 Reports

Weekly Meeting

Expenses and Timesheets

Incorporate Customer Input

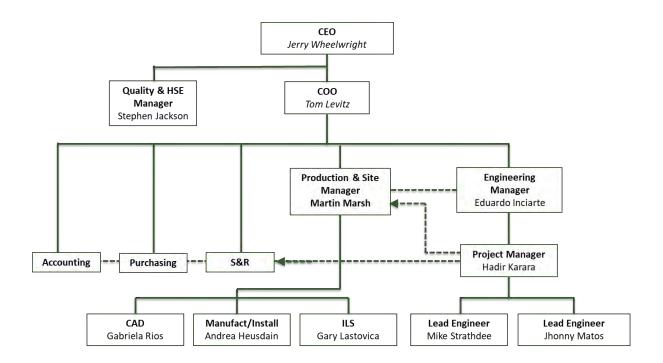
Issue Final Document

6.5.1 **Documentation Format**

All documentation will be provided in electronic format with one paper copy. All documents will be provided in PDF and native format as applicable (Word, Excel, AutoCad, etc)



6.6 HPI Project Structure for City of Gardner Frame 5 BID Documents





7 SITE WORK

HPI will provide an experienced Project Engineering Team to produce the BID/SPECS documents for the new control system.

The in-house labor included for this scope is as follows:

- 1 Project Manager for the duration of the project
- 1 Installation Technician for the duration of the project
- 1 Project/Lead Engineer for the duration of the project
- 1 CAD/Drafter Technician the duration of the project

8 SITE WORK

HPI will provide an experienced Installation Engineering Team to perform the survey of the existing control system.

The on-site labor included for this scope is as follows:

- 1 Installation Engineer for a period of 3-5 continue days
- 2 Installation Technicians for a period of 3-5 continue days
- 1 Commissioning Engineer for a period of 3-5 continue days

8.1 Typical Survey Procedures

The following list briefly explains the steps involved during the field work stages of this project.

- 1. Receive site safety orientation from the customer for HPI employees arriving on site
- 2. Before commencing the survey of the existing system, Lock Out Tag Out shall be accomplished and signed off by the customer in accordance to an Electrical and Mechanical Isolation Procedure.
- 3. Isolate all power supplies and confirm using the Lock Out Tag Out procedure. Confirm there is no power present in the panels prior to the commencement of work
- 4. The existing panels shall be inspected for any inhibits or overrides that have been installed previously. All inhibits and overrides shall be recorded in the punch list.
- 5. Follow the procedure outlined in the "4.5 Site Survey Questionnaire" of HPI Proposal No. P 21 6222 dated October 14th / 2021

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8.2 Safety Orientation

All parties involved must be aware of general "industry-standard" safety procedure and the customer specific safety procedures. Prior to starting any work all parties involved will discuss and decide on all safety responsibilities for site work. This document does not include any procedures including specific safety procedure. It is recognized that the tests and inspections recommended in these specifications are potentially hazardous. Individuals performing these tests shall be qualified and capable of conducting the tests in a safe manner and with complete knowledge of the hazards involved.

If more specific safety training is required then the customer will be responsible for providing a safety orientation for all HPI employees working on site.

8.3 HPI Standard Working Hours

The onsite working hours will be agreed upon with the customer prior to work commencement but the standard working day for the HPI Personnel is usually 7 days a week, not typically exceeding 11 hours including one hour for lunch.

Public Holidays will NOT be observed by the HPI Personnel. The HPI Engineer will be expecting to work on any statutory holidays and it will be necessary for the customer to:

- Make arrangements for access to site, and that the necessary personnel are available for work on that day.
- Inform the HPI Project Manager if the unit is unavailable, and make arrangements for standby time charges (if necessary).



9 COMMERCIAL INFORMATION

9.1 Terms and Conditions

This proposal is based on HPI's standard Terms and Conditions which HPI can supply upon request. HPI will gladly discuss Terms and Conditions with Customer to agree best for both parties.

9.2 Notes

This proposal covers the scope of work and supply detailed above. Any additional equipment or labor will be subject to charges in accordance with our Field Service Rate Schedule.

Any delays at site due to issues beyond HPI's control will be the responsibility of the customer and may be subject to charges in accordance with our Field Service Rate Schedule.

9.3 Delivery

Delivery time for this project is 6 weeks.

9.4 Warranty

HPI warrants all work for a period of eighteen months from delivery or twelve months from the completion of commissioning, whichever occurs soonest.

9.5 Origin of Goods and Services

All parts are procured from sources within the United States. All engineering personnel are located in HPI's Houston facility.

9.6 Validity

This proposal is valid for 90 Days from issued.



9.7 Base Scope Pricing

The following is a "NOT TO EXCEED" amount for the services listed in the scope of supply of this proposal

Description	Labor	Expenses	Sell Price
Engineering Services GAS TURBINE CONTROL SYSTEM UPGRADE EL2202	85,000.00	10,000.00	95,000.00
	Total		95,000.00

9.8 Progress Payment Schedule

Payments Terms will be Net 30 days, after service .

Milestone	%
1. Site Survey Completion	Percentage Completion
2. Delivery of Final Documentation	Percentage Completion



10 STANDARD HPI SUPPORT

From experience accumulated by the HPI engineering team over the last 40 years, HPI is fully aware of the vital support functions associated with the supply of modern 'state-of-the-art' equipment. The purchase of a system is the first stage of a relationship that will continue for the life of the equipment. It is the policy of HPI to ensure that the highest level and quality of support are planned and provided.

10.1 Support Organization

HPI provides product support throughout the life of its equipment and projects. The HPI customer support team comprises only skilled personnel having many years of experience in the field of gas turbine technology. The following services are available from the HPI support team at any time:

10.2 Supervision of Installation and Commissioning

HPI offers Supervision for the installation and commissioning of its control systems.

10.3 Specialized Training

HPI can provide detailed instruction for both operators and maintainers in the use of the system. HPI will customize its training programs to fit the specific needs of its customer.

10.4 After-Sales Service

HPI offers support to installed equipment including modifications and upgrades.

10.5 Long-Term Maintenance Support

It is the policy of HPI to ensure that long-term support for spares and repairs to hardware and software maintenance is available throughout the life of the system.

10.6 Telephone / E-mail Support

HPI provides a telephone / e-mail support service to discuss and assist with problems that may occur during normal working hours. If it is not possible to solve the problem this way, HPI offers a Call-Out Service for the benefit of our customers. Please refer to the HPI Field Rate Schedule located elsewhere in this proposal.



11 CONTACT PERSON

For any technical/commercial comments or questions about this proposal, the following personnel will be available:

Eduardo Inciarte



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